



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

---

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In the Matter of	)	
	)	
Request for Review by	)	
District of Columbia Public Schools	)	CC Docket No. 02-6
Washington, D.C.	)	
	)	
Of the Decision of	)	
Universal Service Administrator	)	

**REQUEST FOR REVIEW  
BY THE DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
OF THE  
ADMINISTRATOR'S DECISION TO DENY AN APPEAL  
FOR FUNDING YEAR 2003**

**A. STATEMENT OF INTEREST**

The District of Columbia Public Schools ("DCPS") is an eligible entity, within the meaning of 47 C.F.R. §54.501, for universal service support. By this Request, DCPS is appealing a decision dated October 6, 2005 by the Administrator of the Schools and Libraries Division ("SLD"), Universal Service Administrative Company, to deny a total of \$11,286,266.00 in eligible installation costs and recurring charges associated with Asynchronous Transfer Mode ("ATM") services for Funding Year 2003. The Form 471 Application Number for these services is 379940. The Funding Request Number ("FRN") is 1044633.

The SLD has denied DCPS's appeal on the grounds that DCPS did not have a contract or legally binding agreement for the eligible services. In this Request, we will show that DCPS did, in fact, have such an agreement.

**B. STATEMENT OF FACTS**

On October 7, 2002, DCPS posted Form 470 #139560000418192 on the SLD's website seeking a variety of high bandwidth services, including ATM services. In item #7 on the Form, DCPS indicated that it was seeking services under contract, tariff, or

month-to-month arrangements. After the close of the 28 day posting period<sup>1</sup> and on December 24, 2002, DCPS executed a Service Agreement (the "Contract") with Verizon, Washington, D.C. ("Verizon") for ATM services. The Contract was signed by DCPS's Chief Procurement Officer and by Verizon's Vice-President of Sales.

For corresponding ATM installation services, the Contract stated, at paragraph 11(d):

(d) Facilities. Additional charges may be required if suitable facilities including, but not limited to fiber facilities, are not available to provide Services at any locations, or if any additional work, services or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon, for the affected location(s), without application of the termination charges described above.

See Attachment 1, at page 8.

D.C. Code §1-204.51 requires that the contract be reviewed by the District's legislative body, the Council of the District of Columbia (the "Council").<sup>2</sup> However, DCPS did not immediately forward the Contract to the Council.

On February 6, 2003, DCPS certified its Form 471 Application #379940, FRN #1044633. Within this FRN, DCPS requested ATM services in a pre-discount amount of \$11,808,000.00 and ATM installation services in a pre-discount amount of \$4,560,000.00. Consistent with Section 11(d) of the Contract, on May 28, 2003, DCPS executed fifteen (15) separate agreements, entitled "Notices to Proceed," for the installation services. The total cost for those services was \$2,707,250.00. See Attachment 2. Since no one of the Notices exceeded \$1 Million Dollars, D.C. Council review was not required.<sup>3</sup>

Verizon began providing services under the Contract to DCPS in November, 2003. On February 10, 2004, DCPS terminated the Contract after a determination that "the award and enforceability of the subject contract is contingent upon Council approval." See Attachment 3.<sup>4</sup> Notwithstanding the termination, Verizon continued to provide, and DCPS continued to accept, both ATM and related installation services under the provisions of the Contract.<sup>5</sup>

<sup>1</sup> See 47 CFR 54.504(b)(4).

<sup>2</sup> D. C. Code § 1-204.51 states that prior to the award of a multiyear contract or a contract in excess of \$1,000,000 during a 12-month period, the Mayor or executive independent agency or instrumentality (such as DCPS) shall submit the proposed contract to the Council for review and approval.

<sup>3</sup> *Ibid.*

<sup>4</sup> It should be noted that DCPS's Contracting Officer incorrectly relied on D.C. Code §2-301.05(a), as providing authority for termination of the Contract. The authority to terminate a contract is set out generally at D.C. Code §2-303.18.

<sup>5</sup> Verizon continued to provide services through July 6, 2005. In addition, DCPS continued to pay Verizon its non-discounted share of the costs for the services, pursuant to Paragraph 9 of the Agreement. See Attachment 6, Agency Representative Ratification Request and Certification Form, at page 7.

On November 22, 2004, the SLD denied DCPS the funding it sought under FRN # 1044633. The SLD stated:

No contract in place for \$3,986,500 construction costs as required by PSC tariff, therefore ineligible. FRN also included \$573,500 unsubstantiated construction and \$2,881,824 unsubstantiated recurring circuit costs. Inel. [sic] plus unsub. [sic] costs exceed 30% of the FRN.

See Attachment 4 at page 6.

On January 19, 2005, DCPS appealed the SLD's denial. As to the construction costs, DCPS pointed out that: (1) the December 2002 Contract with Verizon was in effect when the subject Form 471 was filed; (2) the Contract provided for ATM installation services and thus met D.C. tariff requirements; and, (3) the separate agreements required for construction work to begin were independently valid, did not require Council approval, had never been terminated and remained in effect. As to the "unsubstantiated" installation costs, DCPS argued that the FCC's "30% rule" applied only to *ineligible* costs, as opposed to *unsubstantiated* costs.<sup>6</sup> Regarding the \$2,881,824.00 in unsubstantiated recurring costs, DCPS clarified the number of sites to receive service and the prices for those services, as provided to the SLD during its Program Integrity Assurance ("PIA") review. DCPS concluded its appeal by pointing out that since the SLD had not identified any "ineligible" costs, its FRN should be approved in the amount of \$11,286,266.00, taking into account the unsubstantiated costs noted by DCPS in its appeal. See Attachment 5.

On July 6, 2005 and pursuant to D.C. Code §2-301.05(d),<sup>7</sup> DCPS submitted to the Council of the District of Columbia a request that the Contract with Verizon be ratified, and that payment for the services received through July 6, 2005 be authorized. See Attachment 6.<sup>8</sup> On July 6, 2005, the Council reviewed and approved the ratification request. See Attachment 7.

On October 6, 2005, the SLD denied DCPS's appeal regarding FRN 1044633 on two (2) grounds:

- As a result of the Contract being terminated in February 2004, there is not now a contract in place for the ATM services, and the construction associated with those services; therefore, DCPS is presently in violation of state and local procurement laws and further, is in direct violation of its Form 471, Item 28, certification that it has complied with all applicable state and local procurement laws.
- When DCPS submitted its Form 471, it had no signed contract or legally binding agreement, and that, on appeal to SLD, DCPS provided no evidence of a signed contract or legally binding agreement.

---

<sup>6</sup> 47 C.F.R. § 54.504(d).

<sup>7</sup> D.C. Code §2-301.05, generally sets out the duties of the District's Chief Procurement Officer.

<sup>8</sup> It should be noted that ratification of contracts is a standard practice in District Government. See Attachment 11.

See Attachment 8.

C. Questions Presented for Review

1. Is DCPS in violation of its state and local procurement laws and its Form 471 certification?
2. Did DCPS have a legally binding agreement for the eligible services requested when its Form 471 was filed, and should it have presented evidence of such in its November 2004 appeal to the SLD?

D. STATEMENT OF RELIEF SOUGHT AND AUTHORITY THEREFOR

DCPS seeks approval of \$11,286,266.00 in E-Rate funding as requested in the subject Forms 470 and 741. The reasons in support of this request are set forth below.

**1. DCPS has complied with its state and local procurement laws as regards the Contract.**

In its denial, the SLD states that during PIA review, it learned that the requested ATM services were no longer under contract because the Contract had not been approved by the Council. It notes that DCPS ultimately terminated the contract in February 2004, and as a result, there is now no contract in place for the eligible services. Without such a contract, the SLD concludes that DCPS is presently in violation of its procurement laws and also in violation of its Form 471 certification that such laws have been complied with. See Attachment 8 at page 2. Although the SLD is correct that DCPS issued a notice of contract termination (see Attachment 3; hereinafter, "Notice") the question to be determined is whether, notwithstanding the Notice, the Contract is legally binding on DCPS.<sup>9</sup>

In both District and federal government procurement law,<sup>10</sup> it is well settled that the government, by its actions, can ratify an otherwise unapproved act. In the instant case, DCPS issued its Notice of Termination on February 10, 2004. After receiving a reply from Verizon pointing out that termination would require disconnection of the ATM services, the parties began a series of efforts to arrive at, as suggested by Verizon, "possible alternatives to termination". See Attachment 9. Specifically, DCPS's Chief Contracting Officer issued two (2) proposed Notices to Proceed to Verizon as well as a proposed Letter Contract. See Attachment 10. In addition, the parties undertook a number of efforts to resolve the issue. See Attachment 6, at Agency Representative Ratification Request and Certification Form, at pages 2-3. At all times after issuance of the Notice, DCPS's Chief Contracting Officer was aware that services were continuing.

---

<sup>9</sup> As discussed more fully below, SLD instructions require DCPS to have either a signed contract or a *legally binding agreement* for services ordered on a Form 471.

<sup>10</sup> See W.M. Schlosser Company, Inc., CAB No. D-903, District of Columbia Contract Appeals Board (42 D.C. Reg. 4824, 1994 DCBCA Lexis 156 at pp. 60-61. See also *Williams v. United States*, 127 F. Supp 617, 130 Ct. Cl. 435, cert. denied, 349 U.S. 938 (1955); Federal Acquisition Regulations System, 48 C.F.R. 1.602-3(a), which states: "Ratification...means the act of approving an unauthorized commitment by an official who has authority to do so. Unauthorized commitment...means an agreement that is not binding solely because the Government representative who made it lacked the authority to enter into that agreement."

The District's Contract Appeals Board ("CAB")<sup>11</sup>, has specifically ruled on the issue of ratification. In *Schlosser*, the CAB was called upon to decide a case involving payment to a vendor for work performed under a series of contract modifications that were not signed by the District. In reviewing the facts of the case, the CAB noted that agency contracting officials knew that the changes were being ordered and performed, negotiations and/or agreements as to price had been made, and appropriate change orders had been prepared, and noted further that the agency had failed to stop the vendor from performing "unauthorized" work. After citing to Restatement (Second) Agency § 82 and reviewing a long line of District and federal cases, the CAB concluded that agency officials had ratified the contract modifications – i.e., officials with authority to bind the government had adopted an authorized act and in so doing, had given it effect as if it had been properly authorized from the start. *Schlosser* at 10, 13 and 20.

In this case, the entity that can bind DCPS to its Contract is the Council. Pursuant to D.C. Code §2-302.05, contracts that would otherwise be considered invalid due to failure to follow law or regulations, can nonetheless be given full legal effect in a subsequent proceeding.<sup>12</sup> Specifically, D.C. Code §2-301.05(d)(5) sets out a process whereby agencies may request the District's Chief Procurement Officer ("CPO") to authorize payment for goods and services where there has been an otherwise unauthorized commitment. This process is referred to as "ratification" by the District's Office of Contracting and Procurement. See Attachment 11 and D.C. Code §301.05(d)(5)(F)(ii).

In July 2005, DCPS undertook the ratification process and by Resolution, the Contract was ratified by the Council. See Attachment 7. Thus, contrary to the SLD's conclusion, the prior "termination" of the Contract by DCPS is of no effect. The Contract is and was legally binding on DCPS and DCPS is not in violation of its procurement laws by reason of having no contract or otherwise binding document in place, nor is it in violation of its Form 471 certification.

**2. The Contract was legally binding on DCPS from the date it was signed and the SLD did not question the validity of the Contract in its initial decision to deny funds.**

For Funding Year 2003, the SLD's Form 471 instructions stated in pertinent part:

Signed Contracts: You MUST have a signed contract (or a legally binding agreement [emphasis supplied] between you and your service provider preparatory to a formal signed contract) for all services you order on your Form 471...

---

<sup>11</sup> The CAB has jurisdiction to hear, *de novo*, contract protests and claims. See D.C. Code §2-309.01 et seq.

<sup>12</sup> D.C. Code §2-302.05 states, in pertinent part:

(d)(1) Except as otherwise provided in this chapter, a contract which is entered into in violation of this chapter or the rules and regulations issued pursuant to this chapter is void, unless it is subsequently determined in a proceeding pursuant to this chapter that good faith has been shown by all parties, and there has been substantial compliance with the provisions of the chapter and the rules and regulations.

See Attachment 12 at page 20. In its denial of DCPS's appeal, the SLD determined that these requirements were not met and that the Form 471 was consequently filed in contravention of FCC Rule 54.504(c), which requires that a contract or binding agreement be in place before a Form 471 is filed. In support of its conclusion, the SLD relies on the FCC's decision in *Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism* ("Waldwick"), wherein the FCC reiterated the applicability of the rule.<sup>13</sup> Further, the SLD reasoned that because DCPS had provided no evidence on appeal of the existence of a contract or legally binding agreement, its appeal must be denied. See Attachment 8 at page 2.

Notwithstanding the SLD's conclusion, there can be no dispute that: a contract between DCPS and Verizon was executed on December 24, 2002 and that the contract was signed prior to the February 6, 2003 deadline for filing the subject Form 471. See Attachment 1. And, unlike the *Waldwick* case relied on by the SLD, the service provider listed on the Form 471 (i.e., Verizon) actually provided the services contracted for.<sup>14</sup> See Attachment 6. The question thus presented in this appeal is whether the Contract executed by DCPS and Verizon legally bound the parties as of the date it was signed.

In the District of Columbia, as in the federal government, the question of whether a contract is legally binding arises primarily after the fact – for example, through a protest filed by an unsuccessful bidder or an action by a vendor seeking payment under a defective contract document. *Protest of Recycling Solutions, Inc.*, CAB No. P-377, 42 D.C. Reg. 4550 at 23 (1994); 1994 Lexis 144 (declaring a contract as *void ab initio* because the ranking of offerors was arbitrary and erroneous, the solicitation's requirements were ignored, the rankings relied on factors outside of the solicitation, evaluation criteria were misapplied and the ultimate rankings were not supported by documentation). See also *Schlosser, supra*.

When the question arises, and whether the reviewer is a court or an administrative body, the analysis of whether a contract is a legally binding agreement begins with an analysis of whether the contract is void *ab initio* or instead voidable. In *Sphere Drake Insurance Limited v. Clarendon, et al*, 263 F.3d 26(2001), the court distinguished the two types of contracts, stating that

... [A] void contract is one that produces no legal obligation...when the parties fail to agree to essential contract terms, the agreement does not come into existence –it is void and wholly unenforceable...A voidable contract is an agreement that 'unless rescinded ...imposes on the parties the same obligations as if it were not voidable.'

The CAB, in *Protest of C & E Services*, CAB No. P-392(B), 42 D.C.Reg. 4636 (1994), 1994 DCBCA Lexis 128, articulated a similar definition"

---

<sup>13</sup> File No. SLD-256961, CC Docket No. 02-6, Order 18 FCC Recd. 22,994, DA 03-3526 (2003).

<sup>14</sup> In *Waldwick*, the school district anticipated a contract with a particular vendor and submitted an unsigned contract with the vendor to the SLD along with its Form 471. The school district subsequently chose a different service provider and requested that the SLD allow it to change the Form to reflect the new vendor. The SLD denied the request, concluding that there was no binding agreement in existence when the Form 471 was filed. *Waldwick* at 3.

...A void contract is no contract at all; it binds no one and is a mere nullity. A void contract is thus said to be void *ab initio*, meaning that the alleged contract was never valid from its inception...A contract void *ab initio* is to be distinguished from a "voidable" contract, which is one where one or more parties have the power, by electing to do so, to avoid the legal relations created by the contract. Thus a voidable contract is valid and binding until it is avoided. [citing cases].

*Id* at page 2.

Based on those distinctions, the courts have held contracts as void *ab initio* in cases where the contractor lacked good faith, had notice of the procurement violations or themselves participated in the violations. *Schoenbrod v. United States*, 410 F.2d 400, at 404; *John Reiner & Co. v. United States*, 325 F.2d 438; 163 Ct. Cl. 381 (1963), cert. denied 377 U.S. 931 (1964), at n.2. The same is true for cases where contracts are tainted by fraud or wrongdoing. *Godley v. United States*, 5 F.3d 1473, 1475 -76 (Fed. Cir. 1993) (vacating the trial court's judgment that the contract was voidable rather than void *ab initio* and remanding for finding as to whether the contractor was guilty of any illegality, "...a question relevant to whether the contract was void *ab initio* or voidable"); *J.E.T.S. Inc. v. United States*, 838 F.2d 1196, 1200 (Fed. Cir.), cert. denied, 486 U.S. 1057 (1988) (contractor obtained a contract by stating falsely that it was a small business); *Brown v. United States*, 524 F.2d 693,699-700 (CT. Cl. 1976) (bid rigging).

However, where contracts have been fully performed but the government did not comply with a statutory or regulatory requirement, courts are reluctant to declare them void. In the leading case of *Reiner, supra*, the Court held that it "should ordinarily impose the stamp of nullity only when the illegality is plain." *Id* at 386. *Accord, LaBarge Products, Inc. v. Secretary of the Army*, 46 F.3d 1547 (Fed. Cir. 1995); *Urban Data Systems, Inc. v. United States*, 699 F.2d 1147 (Fed. Cir. 1983).

In this case, the Contract between DCPS and Verizon was a voidable contract. The parties agreed to all material terms, all acted in good faith and the Contract was fully performed. DCPS had the power to avoid the contract and purported to do so. However, and as discussed above, the Notice of Termination was of no legal effect and the Contract was subsequently ratified by the Council. These circumstances, when taken together, inarguably lead to the conclusion that the Contract is a binding legal document that fully obligated the parties as of the date that it was executed.

The SLD notes in its October 2005 denial that DCPS failed to provide evidence with its appeal that it had a legally binding agreement for ATM services. However, it should be noted that the SLD decision from which DCPS appealed did not question the validity of the Contract. Rather, the decision only referenced the lack of a contract for ATM installation services. See Attachment 4. On appeal, DCPS did provide evidence – the signed ATM contract and executed Notices to Proceed -- that binding contracts were in fact in place for ATM-related installation services. Although the SLD's procedures clearly allow it to deny an appeal based on grounds not originally stated by

SLD,<sup>15</sup> it certainly cannot be expected that the appellant could know those new grounds before the SLD articulated them or that the appellant could anticipate what evidence it would need to submit to rebut or otherwise challenge the SLD's ultimate conclusions.

### CONCLUSION

The foregoing arguments clearly show that DCPS was not in violation of its state and local procurement laws, and had a contract to support FRN 1044633, warranting the grant of this Request for Review of the SLD's denial. Furthermore, the 30% rule was incorrectly applied in the SLD's initial denial under the plain language of 47 CFR 54.504(d) and applicable FCC Orders. Finally, the public interest underlying the funding provided in support of public school districts would be abrogated by a denial of DCPS's Request. Over two-thirds of DCPS students are entitled to free and reduced lunch, indicating a poverty level commensurate with the unavailability of technology resources. To deny the funding that secures the initiation and continuation of instructional technology resources and supports would be contrary to the purpose of the Universal Service Support Mechanism.<sup>16</sup>

Respectfully submitted,



Gregory Barlow  
Chief Information Officer  
District of Columbia Public Schools

DATE : Dec. 5, 2005

---

<sup>15</sup> "The SLD's Appeals Guidelines, as recited on its website, state, in pertinent part: "...If [on appeal] another basis for denial is found, the appeal will be denied for a different reason [emphasis supplied] than that originally provided in the Funding Decision Commitment Letter..."

<sup>16</sup>Cf., 47 USC §254(b)(6), (7); (c)(1), (3); (h)(1)(B).



## **ATTACHMENTS**

Attachment 1	ATM Contract
Attachment 2	ATM Installation Notices to Proceed
Attachment 3	ATM Contract Termination Notice
Attachment 4	SLD November '04 Denial
Attachment 5	DCPS January '05 SLD Appeal
Attachment 6	Council Ratification Request
Attachment 7	Council Approval Resolution
Attachment 8	SLD October '05 Denial
Attachment 9	Verizon February '04 Letter Regarding Termination
Attachment 10	February '04 Proposed Notices to Proceed and Proposed Letter Contract
Attachment 11	District Ratification Procedures <sup>17</sup>
Attachment 12	Form 471 Instructions <sup>18</sup>

---

<sup>17</sup> Due to length of document only the first page is provided here; however, the complete document is available. Further, although the document bears an expiration date of August 11, 2005 the procedures are still in effect.

<sup>18</sup> Due to length of document only the first page is provided here; however, the complete document is available.

Customer Name: District of Columbia Public Schools	Main Billing Tel No: TBD
and address: 825 North Capital St., N.E. Washington, D.C. 20002	ICB Case No. 2002-212326 & 2002- 206181

**Services.** The District of Columbia Public Schools (hereinafter "Customer") hereby requests and agrees to purchase from Verizon Washington, D.C. Inc. (hereinafter "Verizon") ATM Cell Relay Services identified in Exhibit A, attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services"). Customer and Verizon are sometimes referred to collectively as the "parties" or individually as "a party". The Exhibit(s) to this Agreement and Verizon's applicable filed and effective tariffs, as amended from time-to-time, are hereby incorporated into and made a part of this Agreement. To the extent that rates, terms and conditions of Services are specifically set forth in this Agreement, such rates, terms and conditions shall take precedence over rates, terms and conditions contained in applicable tariffs. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s), including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. The Customer shall not pay any taxes, fees, surcharges or other charges if the District is exempt under applicable law of the District of Columbia or federal law. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in this Agreement, subject to the exclusions set forth in Exhibit A, subparagraph 9e and paragraph 10. Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**Notices.** Notices under this Agreement shall be sent by first-class, certified U.S. mail, postage prepaid, to Customer at the address specified above, Attention: Charles Thompson, CTO Project Administrator-Room 8069 and Debor Dosunmu, Director, Office of Contracts and Acquisitions, 825 North Capital Street, Suite 7066, Washington, D.C. 20002, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, with a copy to Handel Smith, Senior Corporate Account Manager- Verizon Washington D.C., 1710 H. St. 6th Floor, Washington, D.C. 20001. Notices shall be deemed effective five business days after such mailing. Verizon is hereby forewarned that absent requisite authority of the Contracting Officer to make any changes, Verizon may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, and may be required, at no additional cost to Customer, to take corrective action necessitated by reason of the unauthorized changes.

**Limitation of Liability.** VERIZON WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF VERIZON HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AMOUNTS PERMITTED UNDER P.S.C.-D.C.-NO. 201, "GENERAL REGULATIONS TARIFF", SECTIONS 1.E.1 AND 1.E.4, AND P.S.C.-D.C. NO. 207, "ADVANCED DATA SERVICES TARIFF", SECTION 2.A.4. TARIFF TITLES, CITATIONS AND/OR CONTENTS ARE SUBJECT TO CHANGE DURING THE SERVICE PERIOD.

**Warranty.** VERIZON WARRANTS THAT SERVICES WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH OFFICIAL SERVICE DESCRIPTIONS. IF SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, VERIZON, AT ITS EXPENSE, WILL REPAIR THE SERVICES, AND IF THE DEFICIENCY LASTS FOR MORE THAN TWENTY-FOUR (24) HOURS, VERIZON WILL CREDIT THE PERIOD FROM CUSTOMER'S NOTIFICATION OF DEFICIENCY UNTIL IT IS REPAIRED. THIS LIMITED

ICB-nongov (042502)  
 ICB2002-212326(R6)  
 ICB 2002-206181 (R8)



VZ Generated By JBoard-Rev 14 7 121902]  
 VZ Approved To Form: M. Silverman [121902]

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable District of Columbia or applicable federal law, regulation, or filing requirements. Each party will advise the other of requests or demands for disclosure under law or regulation that it receives in advance of disclosure so that the other party may seek reasonable protective arrangements. The party receiving the requests or demands shall cooperate in the other party's efforts to seek reasonable protective arrangements. Notwithstanding the foregoing, either party may disclose this Agreement to its Affiliates or to persons with whom a party has an agreement or prospective agreement of merger, sale or other transfer of assets or business opportunities, provided that such Affiliates or persons comply with the terms of this Section. For purposes of this Agreement, "Affiliates" shall mean any person that is owned by, owns, or is owned in common with another party.

(b) In the event of a claim or dispute, the law and regulations of the District of Columbia that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law of the District of Columbia or applicable federal law, or does not receive any governmental or regulatory approval required by law in the District of Columbia or applicable federal law, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets, where such affiliate or successor is authorized or qualified to perform all services in the same manner and quality hereunder, in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided that all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Customer's obligations under this Agreement with respect to payment of charges due shall survive termination or expiration of this Agreement, subject to subparagraph 9e, "Appropriations", set forth in Exhibit A of this Agreement. Notwithstanding Verizon's rights under applicable law or regulation, Verizon recognizes that Customer is not legally authorized to pay any backbill after the Fiscal Year is closed as there are no appropriated funds to pay such bill(s).

(g) A failure by either party to exercise its rights under this Agreement is not a waiver of such rights.

(h) From time-to-time during the term of this Agreement, Verizon may schedule maintenance, which may temporarily render the services unavailable for use. Verizon shall have no liability as a result of the unavailability of services due to performance of scheduled maintenance.

(i) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

#### **Compliance with Applicable Tariffs**

a. Except as specifically provided in this Agreement, including any amendments thereto, the Services shall be governed by and provided under Verizon's applicable filed and effective tariffs, as such tariffs may be amended from time to time with the approval of the District of Columbia Public Service Commission.

b. Verizon shall provide its Services to Customer in its tariffed exchange service areas pursuant to applicable federal law and District of Columbia law, applicable rules, regulations and orders of the District of Columbia Public Service Commission, the District of Columbia Standard Terms and Conditions, as amended and attached hereto as Exhibit B, this Agreement, including its exhibits and/or amendments, and applicable tariffs. When tariff rates are referenced herein, it shall mean those tariff rates that are then in effect without any discounts, promotional offerings, or other reductions.

c. The rates for the Services at all times must meet the minimum rates required under applicable law of the District of Columbia or applicable federal law, and Verizon may adjust rates for the Services hereunder in

ICB-nongov (042502)

ICB2002-212326(R6)

ICB 2002-206181 (R8)



shall comply with any such minimum rates by providing written notice to Customer within thirty (30) days or less, in the event such rates are deemed to be below such minimum rates required by applicable law or regulation.

d. In the event Verizon detariffs a Service in accordance with applicable law of the District of Columbia, then, except as otherwise agreed upon by the parties in writing, the terms of such tariff in effect immediately preceding such detariffing that have not been superseded by this Agreement shall be deemed to be fully incorporated herein by reference and thereafter shall govern the provision of Services hereunder.

#### Regulatory Matters and Order of Precedence.

a. Regulatory Matters. Verizon shall not be obligated to provide the Services until it receives all necessary regulatory and other governmental approvals. In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks of either party hereunder, then either party in its discretion may terminate this Agreement in whole or in part by providing written notice thereof to the other party. Any remaining obligations of the parties shall continue unaffected.

b. Order of Precedence. Conflicts among terms of applicable federal law and District of Columbia law, applicable rules, regulations and orders of the District of Columbia Public Service Commission, the District of Columbia Standard Terms and Conditions, as amended and attached hereto as Exhibit B, this Agreement, including its exhibits and/or amendments, and applicable tariffs will be resolved according to the order of precedence set forth immediately above.

**Tariffs and Entire Agreement.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the District of Columbia Public Service Commission and/or the Federal Communications Commission. Applicable federal law and District of Columbia law, applicable rules, regulations and orders of the District of Columbia Public Service Commission, the District of Columbia Standard Terms and Conditions, as amended and attached hereto as Exhibit B, this Agreement, including its exhibits and/or amendments, and applicable tariffs, constitutes the entire understanding between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

AGREED AND ACCEPTED:

DISTRICT OF COLUMBIA PUBLIC SCHOOLS

By

Name/title DEBOR ROSUMUK

Chief Procurement Officer

Office of Contracts and Acquisitions

Date 12/24/02

VERIZON WASHINGTON, D.C. INC.

By

Name/title Harry A. Cofeman

Vice President - Sales

Date 12/23/02



Verizon Company Name: Verizon Washington D.C. Inc.

Jurisdiction: Washington, D.C.

Customer Name: District of Columbia Public Schools

ICB Case No.: 2002-212326 & 2002-206181

**CUSTOMER MUST SIGN AND DATE THIS AGREEMENT ON OR BEFORE DECEMBER 31, 2002 OR THE PROPOSED SERVICE ARRANGEMENT, PRICING, TERMS AND CONDITIONS MAY NO LONGER BE AVAILABLE.**

## 1. Services and Service Elements

a. Services. Customer shall purchase and Verizon shall furnish the Services at the rates and in accordance with the terms and conditions set forth below for the Service Period(s) identified in this Exhibit A and the availability of suitable facilities in Verizon tariffed exchange areas. Any other work, services or facilities required will be provided subject to then current filed and effective tariff rates and charges, as amended from time-to-time, or if no tariff is applicable, at Verizon's then-current retail rate.

b. Service Elements. The Services will be available to Customer's high schools, middle schools and elementary schools, as set forth in paragraph 12, "Locations", of this Exhibit A. The Services consist of the Service Elements below, defined as User Network Interfaces ("UNIs"). A UNI is a dedicated digital line that provides a connection from Customer's premises to Verizon's hub or serving wire center.

Full DS-1 UNIs
Incremental DS-3 UNIs with an initial 20 Mbps speed
Full DS-3 UNIs
Incremental Unprotected OC-3 UNIs with an initial 50Mbps speed
Full Unprotected OC-3 UNIs
Full Protected OC-12 UNIs **

\*\* Full Protected OC-12 UNIs are available only at Customer's 825 North Capital Street, N.E. location and other school locations where suitable facilities exist and that qualify for aggregation, as set forth in Verizon's/VAD Methods and Procedures ("M&P") specifications. For purposes of this Agreement, an aggregation site is defined as a school location which utilizes OC12 facilities to aggregate transmissions from other school sites utilizing other types of facilities, including DS3 facilities. Verizon and Customer agree that the following schools may potentially serve as aggregation sites, subject to satisfaction of the conditions herein:

Potential Aggregation Schools	
Ballou Senior High School	Roosevelt Senior High School
Cardozo Senior High School	School without Walls
Eastern Senior High School	Wilson Senior High School
Hamilton Swing	Woodson Senior High School
	McKinley Tech

## 2. Upgrades and Moves

a. The ATM configuration represents the best available use of Customer's resources to meet its needs at this time. Customer reserves the right to move and/or upgrade the Services herein greater functionality, as Customer's needs and resources dictate, subject to rates, terms and conditions mutually agreed upon by the parties. For purposes of this Agreement, a full DS1 UNI provides the least functionality and a full protected OC-12 UNI provides the greatest functionality.

b. Upgrades. If a UNI is upgraded in a quarter that is different than the original installation (e.g. a full DS1 UNI installed in Installation Period 1 is upgraded to a full protected OC-12 UNI in Installation Period 3) then such upgrade will be treated as a new installation and will be subject to the rates for the Billing Period(s) in which the installation of the upgrade occurs. Verizon shall not charge an upfront charge for any move upgrade of a UNI. Upgrades will only be allowed during the Installation Period timeframes defined herein.



c. **Moves.** If a UNI is moved but not upgraded to a higher level of service (e.g., a DS1 UNI is moved), then Customer shall pay a move charge as set forth in subparagraph 5b. below, and will continue paying the rates associated with its original Installation Period.

### 3. **Installation Quarters and Billing Period(s)**

a. **Installation Quarters.** Customer may install the Services during any of the following Installation Quarters set forth below. Each block of Services installed in any given Installation Quarter will have its own 36 month Service Period, with such Service Period commencing on the last available date of installation. For example, The Service Period for Services installed in Installation Quarter 1, from January, 2003 through March, 2003, will expire March, 2006. The Service Period for Services installed in Installation Quarter 2, from April, 2003 through June, 2003, will expire June, 2006. Customer must install all Services by March, 2004. The rates charged for installations in any given Installation Quarter will be determined by the Billing Period(s), as set forth in subparagraph 3b., below.

Installation Quarters	Placed in Service Between:
INSTALL QUARTER 1	January, 2003 through March, 2003
INSTALL QUARTER 2	April, 2003 through June, 2003
INSTALL QUARTER 3	July, 2003 through September, 2003
INSTALL QUARTER 4	October, 2003 through December, 2003
INSTALL QUARTER 5	January, 2004 through March, 2004

b. **Billing Period(s).** Customer shall pay Billing Period 1 and Period 2 rates in accordance with subparagraph 5a., of this Exhibit A, with such rates to be charged by the Billing Period in which Customer installs the Services. For example, if Customer installs the Services in Installation Quarter 2, January, 2003 through March, 2003, then Customer will pay Billing Period 1 Rates through December, 2003 and Billing Period 2 Rates from January, 2004 through March, 2006.

Installation Quarters	Billing Period 1 Rates Apply	Billing Period 2 Rates Apply
INSTALL QUARTER 1	Through December, 2003	from January, 2004 through March, 2006
INSTALL QUARTER 2	Through March, 2004	from April, 2004 through June, 2006
INSTALL QUARTER 3	Through June, 2004	from July, 2004 through September, 2006
INSTALL QUARTER 4	Through September, 2004	from October, 2004 through December, 2006
INSTALL QUARTER 5	Through December, 2004	from January, 2005 through March, 2007

4. **Minimum Commitment and Shortfall.** Customer shall purchase a minimum of ten (10) OC-12 UNIs and thirteen (13) full DS-3 UNIs between January, 2003 and September, 2003 ("Minimum Commitment"). If, at the end of September, 2003, Customer has not purchased the Services in sufficient quantities to satisfy the Minimum Commitment, Customer shall pay the difference between the actual quantities of Services installed, multiplied by the applicable monthly recurring rate(s), and the Minimum Commitment, multiplied by the applicable monthly recurring rate(s), for the remainder of the Service Period ("Shortfall"). Services exceeding the Minimum Commitment may be installed until March, 2004, in accordance with the Installation Quarter set forth in subparagraph 3a., of this Exhibit A.

### 5. **Monthly Recurring Rates and Limitations on Incremental UNIs Added/Incremental Rates**

a. **Monthly Recurring Rates.** The monthly recurring rates set forth below are applicable to Services ordered and installed between January, 2003 and March, 2004. Services ordered and installed during these Installation Quarters are not coterminous, unless Customer installs all Services within one Installation Quarter. The rates set forth herein are valid only for the Services identified herein, for UNIs placed in service according to the Installation Quarters specified in this Exhibit A.

Services Provided	Monthly Recurring Rates	
	Billing Period 1	Billing Period 2



Incremental Base Rate-DS3 UNI with 20Mbps, each	\$ 4,650.00	\$ 1,270.00
Full DS3 UNI, each	\$ 5,100.00	\$ 1,275.00
Incremental Base Rate-Unprotected OC3 UNI with 50 Mbps, each	\$ 6,500.00	\$ 1,765.00
Full Unprotected OC3 UNI, each	\$ 8,600.00	\$ 2,150.00
Full Protected OC12 UNI, each	\$27,000.00	\$ 6,935.00
Additional CBR and VBR Logical Port Bandwidth at 25Mbps, each- A maximum of one (1) may be added to an Incremental Base Rate DS-3 UNI and a maximum of four (4) may be added to an Incremental Base Rate-Unprotected OC3 UNI.	\$ 375.00	\$ 375.00

b. Nonrecurring Charges and Other Charges. The initial Nonrecurring Charge (NRC) for the Services is included in the Monthly Recurring Rates set forth in subparagraph 5a., above. Moves and Changes will be charged on a per occurrence basis, with DS1, DS3 and OC3 UNIs charged at a rate of one thousand five hundred dollars (\$1,500) and OC12 UNIs charged at a rate of two thousand five hundred dollars (\$2,500) except as excluded in subsection 2b, above.

c. Limitation on Incremental UNIs added/Incremental Rates. If Customer installs incremental DS3 or OC3 UNIs at any location, the UNIs will be charged according to the base rate schedule set forth above for the remainder of the Service Period. For CBR and VBR Logical Port Bandwidth added to any such location, Customer will pay the monthly recurring rate set forth above, under "Additional CBR and VBR Logical Port Bandwidth at 25Mbps, each", for the remainder of the Service Period.

#### 6. Service Period(s) and Maximum Term.

a. Service Period(s). This Agreement shall be subject to an initial Service Period of thirty-six (36) consecutive months, with subsequent ~~Service Periods of thirty-six (36) months for each block of ATM UNIs installed in any Installation Quarter set forth above.~~ ("Service Period(s)"). Such Service Period(s) shall commence on the last available installation date that each block of the Services is installed in the Installation Quarter (e.g., Service Period will commence on March, 2003 for installations between January, 2003 and March, 2003, subject to receipt of all necessary regulatory and other governmental approvals that may be required prior to the first provision of Services under this Agreement).

b. Maximum Term. This Agreement shall be subject to a Maximum Term of forty-eight (48) months, in the event that any Services are installed in the last Installation Quarter, with the option to extend by District of Columbia Public Schools, as set forth in paragraph 7, below.

#### 7. Extension Quarters, Monthly Extension Rates and Early Termination of Extension Quarter.

a. Extension Quarters. At the end of each Installation Quarter set forth in subparagraph 3a, above, Customer shall have the option to extend one (1) or more of the Services (one or more UNIs) provided under that Installation Quarter. The minimum period of such extension under each Extension Quarter shall be four (4) consecutive months, with the option to extend the Services for the full period of the Extension Quarter, as set forth below. Customer shall provide Verizon with timely notice of its intent to extend one (1) or more of the Services by providing written notification to Verizon, including the location(s) and/or circuit identification number(s) for each of the Services to be extended.

Installation Quarters	Extension Quarters	Extended Between
INSTALL QUARTER 1	EXTENSION QUARTER 1	April, 2006 through March, 2007
INSTALL QUARTER 2	EXTENSION QUARTER 2	July, 2006 through June, 2007
INSTALL QUARTER 3	EXTENSION QUARTER 3	October, 2006 through September, 2007
INSTALL QUARTER 4	EXTENSION QUARTER 4	January, 2007 through December, 2007
INSTALL QUARTER 5	EXTENSION QUARTER 5	April, 2007 through March, 2008



**Extension Rates.** During any Extension Quarter, Customer shall pay the monthly Extension Rates set forth below for the Service(s) extended.

Services Provided	Monthly Extension Rates
Full DS1 UNI, each	\$ 565.00
Incremental Base Rate-DS3 UNI with 20Mbps, each	\$ 2,215.00
Full DS3 UNI, each	\$ 2,460.00
Incremental Base Rate-Unprotected OC3 UNI with 50 Mbps, each	\$ 3,090.00
Full Unprotected OC3 UNI, each	\$ 4,155.00
Full Protected OC12 UNI, each	\$13,545.00
Additional CBR and VBR Logical Port Bandwidth at 25Mbps, each	\$ 375.00

c. **Early Termination of Extension Quarter.** Customer will not pay a termination liability for Services that are extended for four (4) consecutive months of each Extension Quarter. Except in the event of non-appropriation of lawfully appropriated funds, as set forth in subparagraph 9c., any move or upgrade of the Services, as set forth in paragraph 2, above, or Verizon's gross negligence, if Customer cancels any of the Services in an Extension Quarter prior to the end of the fourth (4th) month of such Extension Quarter, Customer shall pay to Verizon as alternative performance and not as a penalty, a termination charge equal to the difference between the amount actually paid during the Extension Quarter and the amount due for the four month period. Any such termination liability charges shall be due and payable in one lump sum payment within ninety (90) days of billing.

8. **Effective Date.** This Agreement shall be effective between the parties as of the date last signed.

9. **FUSF Funding Payments-Year 5 Funding Expiration, Contingency and Appropriations.**

a. **FUSF Funding Payments.** Customer agrees to seek approval for FUSF E-Rate Funding Year 5 reimbursements from the Schools and Libraries Division of the Federal Communications Commission ("FUSF" or FUSF E-Rate") for the Services under this Agreement. Upon written notification by Customer of such approval and Verizon's receipt thereof, Verizon agrees to begin providing the Services and to seek payment from the FUSF-E-Rate program for the percentage of payments approved by the FUSF that are discount eligible. Customer shall pay to Verizon the remaining percentage of payments that are not paid by the FUSF E-Rate program. In the event that the percentage of Services paid by FUSF E-Rate cannot be credited to the Customer's account in the first billing cycle, Verizon will include a retroactive credit adjustment within the next two billing cycles and each billing cycle thereafter in which the FUSF remits payments to Verizon.

Notwithstanding the foregoing, if Customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, for any reason subject to the qualifications set forth below, and Verizon is unable to obtain payment from the FUSF for the Services provided under this Agreement, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation, as set forth in subparagraph 9c. If, as a result of an FCC audit, Verizon's internal audit, or other audit, it is determined that Verizon has received FUSF E-Rate funds in error, for Services actually performed, and Verizon is required to return all or part of the FUSF-E-Rate funds disbursed, Customer shall be obligated to make full reimbursement to Verizon of such funds.

Customer shall have no obligation to pay charges that are not paid to Verizon from FUSF E-Rate funding because of: (i) Verizon's failure to comply with applicable FUSF-E-Rate policies, rules and regulations; or (ii) Verizon has not made reasonable and timely efforts to secure payment from FUSF E-Rate Funding.





does not provide additional funding or does not extend the Year 5 Funding period, Customer shall be responsible for payment of one-hundred percent (100%) of charges for Services provided that are not subject to further FUSF E-Rate funding, including any applicable cancellation charges, subject to the availability of lawfully appropriated funds, as set forth in subparagraph 9c.

c. Contingency. Customer's obligation to order and pay for Services and Verizon's obligation to begin providing Services and otherwise perform under this Agreement shall be contingent upon the Customer receiving full FUSF Year 5 Funding and providing written notification to Verizon of such approval.

d. FUSF E-Rate Notice. Each party agrees to promptly provide the other party with notice of any matter affecting FUSF-E-Rate funding.

e. Appropriations. The obligation of Customer to make payments for the Services provided hereunder is subject to the availability of lawfully appropriated funds for such purpose. Notwithstanding the foregoing, Customer hereby represents and warrants that sufficient funds have been appropriated and are available to cover payments under this Agreement, in accordance with the provisions above, for the current fiscal year. Customer further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for Services. In the event that Customer cannot procure or obtain lawfully appropriated and available budget authority for the Services, despite its best efforts, and notifies Verizon in writing of such non-availability of funding, this Agreement may be terminated without further liability.

10. Termination Charges. Except in the event of non-appropriation of lawfully appropriated funds, as set forth in subparagraph 9e., above, any move or upgrade of the Services, as set forth in paragraph 2, above, or Verizon's gross negligence, if Customer cancels this Agreement in whole or in part or terminates any of the Services prior to the expiration of the Service Period, Customer shall pay to Verizon as alternative performance and not as a penalty, a termination charge equal to the following: (i) one ninety-five percent (95%) of any applicable Billing Period 1 monthly rate for each of the terminated Services, multiplied by the number of months remaining in the unexpired portion of Billing Period 1; and (ii) forty-five percent (45%) of any applicable Billing Period 2 monthly rate for each of the terminated Services, multiplied by the number of months remaining in the unexpired portion of Billing Period 2. Termination liability charges shall be due and payable in one lump sum payment within ninety (90) days of billing.

#### 11. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. If, at the time of expiration of the Service Period of an Installation Quarter or an Extension Quarter, a new agreement with Verizon for the Services is not effective, and Customer does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis at the tariff rates, terms and conditions then in effect for such Services, or, if no tariff is applicable, at Verizon's then-current retail rate. Services continued on a month-to-month basis shall be subject to termination by either party upon thirty (30) days prior written notice to the other party.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Services to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities including, but not limited to fiber facilities, are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon, for the affected location(s), without application of the termination charges described above.

12. Locations. The Services may be provided to Customer at any or all of the locations set forth below, subject to and contingent upon completion of Special Construction and changes to the scheduled installation dates



agreed to between Verizon and Scharmer. Other customer locations may be added to this agreement only upon mutual written agreement between the parties.

School Name	School Locations	Level of School
Adams	2020 19th St., N.W.	Elementary School
Alton	533 48th Pl., N.E.	Elementary School
Amidon	401 Eye St., S.W.	Elementary School
<b>School Name</b>	<b>School Locations</b>	<b>Level of School</b>
Bancroft	1755 Newton St., N.W.	Elementary School
Barnard	430 Decatur St., N.W.	Elementary School
Beers	3600 Alabama Ave., S.E.	Elementary School
Benning	100 41st St., N.E.	Elementary School
Birney	2501 M.L. King Ave., S.E.	Elementary School
Bowen	101 M St., S.W.	Elementary School
Brent	330 3rd St., S.E.	Elementary School
Brightwood	1300 Nicholson St., N.W.	Elementary School
Brookland	1150 Michigan Ave., N.E.	Elementary School
Bruce-Monroe	3012 Georgia Ave., N.W.	Elementary School
Bunker Hill	1401 Michigan Ave., N.E.	Elementary School
Burroughs	1820 Monroe St., N.E.	Elementary School
Burrville	801 Division Ave., N.E.	Elementary School
Clark	4501 7th St., N.W.	Elementary School
Cleveland	300 Bryant St., N.W.	Elementary School
Cook, J.F.	30 P St., N.W.	Elementary School
Cooke, H.D.	2525 17th St., N.W.	Elementary School
Davis	4430 H St., S.E.	Elementary School
Draper	908 Wahler Pl., S.E.	Elementary School
Drew	560 Eads St., N.E.	Elementary School
Eaton	3301 Lowell St., N.W.	Elementary School
Emery	1720 1st St., N.E.	Elementary School
Ferebee-Hope	3999 8th St., S.E.	Elementary School
Fillmore AC	1819 35th St., N.W.	Elementary School
Gage-Eckington	2025 3rd St., N.W.	Elementary School
Browne JHS	850 26th St., N.E.	Junior High School
Deal JHS	3815 Ford Dr., N.W.	Junior High School
Eliot JHS	1830 Constitution Ave., N.E.	Junior High School
Francis JHS	2425 N. St., N.W.	Junior High School
Backus MS	5171 S. Dakota Ave., N.E.	Middle School
Brown, Ronald H. MS	4800 Meade St., N.E.	Middle School
Evans MS	5600 E. Capital St., N.E.	Middle School
Anacostia SHS	1601 16th St., S.E.	Sr. High School
Ballou SHS	3401 4th St., S.E.	Sr. High School
Banneker SHS	800 Euclid St., N.W.	Sr. High School
Bell Multicultural SHS	3145 Hiatt Pl., N.W.	Sr. High School
Cardozo SHS	1300 Clifton St., N.W.	Sr. High School
Coolidge SHS	6315 5th St., N.W.	Sr. High School
	1301 New Jersey Ave., N.W.	
Dunbar SHS		Sr. High School
Eastern SHS	1700 E. Capital St., N.E.	Sr. High School
Ellington School of the Arts	1698 35th St., N.W.	Sr. High School



School Name	School Locations		Level of School	
Garfield	ALABAMA	AVE	SE	Elementary
Garnett-Patterson	10TH	S	NW	Middle
				Elementary / Survey information available in GIS format.
Garrison	S	ST	NW	format.
Gibbs	19TH	ST	NE	Elementary
Green	MISSISSIPPI	AVE	SE	Elementary
Hardy	35TH	ST	NW	Middle
Harris, C. W.	53RD	ST	SE	Elementary
Harris, Patricia R.	LIVINGSTON	RD	SE	Elementary/JR High Middle - The Hart Rec Center (Site 338) is also located at this site.
Hart	MISSISSIPPI	AVE	SE	located at this site.
Hearst	37TH	ST	NW	Elementary
Hendley	CHESAPEAKE	ST	SE	Elementary
Hine	8TH	ST	SE	JR High
Houston	50TH	PL	NE	Elementary
Hyde	O	ST	NW	Elementary
Janney	ALBERMARLE	ST	NW	Elementary
Jefferson	7TH	ST	SW	JR High
Johnson	BRUCE	PL	SE	JR High
Kenilworth	44TH	ST	NE	Elementary
Ketcham	15TH	ST	SE	Elementary
Key	DANA	PL	NW	Elementary
Kimball	MINNESOTA	AVE	SE	Elementary
Congress Heights	ALABAMA	AVE	SE	
Kramer	Q	ST	SE	Middle
				Elementary / Survey information available in GIS format.
Lafayette	BROAD BRANCH	RD	NW	format.
Langdon	EVARTS	ST	NE	Elementary
LaSalle	RIGGS	RD	NE	Elementary
	MARTIN LUTHER KING			
Leckie	JR	AVE	SE	Elementary
Lee, Mamie D.	GALLATIN	ST	NE	Special Ed
Lincoln	16TH	ST	NW	Middle
Ludlow-Taylor	G	ST	NE	Elementary
MacFarland	IOWA	AVE	NW	Middle
Malcom X	ALABAMA	AVE	SE	Elementary
				Elementary / Survey information available in GIS format.
Mann	NEWARK	ST	NW	format.
Maury	CONSTITUTION	AVE	NE	Elementary
McGogney	WHEELER	RD	SE	Elementary



Merritt	HAYES		NE	Elementary/JR High
Meyer	11TH	ST	NW	Elementary
Miner	15TH	ST	NE	Elementary
Montgomery	P	ST	NW	Elementary
Moran	MORRIS	RD	SE	Elementary
Murch	36TH	ST	NW	Elementary
Nalle	50TH	ST	SE	Elementary

School Name	School Locations		Level of School	
Noyes	10TH	ST	NE	Elementary
ORR	MINNESOTA	AVE	SE	Elementary
				Elementary / Survey information available in GIS format.
Oyster	CALVERT	ST	NW	Elementary
Parkview	WARDER	ST	NW	Elementary
Patterson	CAPITOL	ST	SW	Elementary
Paul	8TH	ST	NW	JR High
Payne	15TH	ST	SE	Elementary
Peabody	C	ST	NE	Elementary
Phelps	26TH	ST	NW	SR High
Plummer	TEXAS	AVE	SE	Elementary
Powell	UPSHUR	ST	NW	Elementary
Goding (Prospect, L. C.)	F	ST	NE	Special Education
Randle Highlands	30TH	ST	SE	Elementary
Raymond	SPRING	RD	NW	Elementary
Reed L C	CHAMPLAIN	ST	NW	Elementary
River Terrace	34TH	ST	NE	Elementary
Roosevelt	13TH	ST	NW	SR High
Ron H. Brown	MEADE	ST	NE	
Ross	R	ST	NW	Elementary
Rudolph	2ND	ST	NW	Elementary
Savoy	SHANNON	PL	SE	Elementary
School W/O Walls	G	ST	NW	SR High
Seaton	10TH	ST	NW	Elementary
Shadd	CAPITOL	ST	SE	Elementary
Shaed	DOUGLAS	ST	NE	Elementary
Sharpe Heath School	13TH	ST	NW	Special Ed
Shaw	RHODE ISLAND	AVE	NW	JR High
Shepherd	14TH	ST	NW	Elementary
Simon	MISSISSIPPI	AVE	SE	Elementary
Slowe	JACKSON	ST	NE	Elementary
Smothers	BROOKS	ST	NE	Elementary
Sousa	ELY	PL	SE	Middle
Spingarn	BENNING	RD	NE	SR High
Stanton	NAYLOR	RD	SE	Elementary
Stevens	21ST	ST	NW	Elementary
Stoddert	CALVERT	ST	NW	Elementary
Stuart-Hobson	E	ST	NE	Middle
Takoma	PINEY BRANCH	RD	NW	Elementary/JR High
Terrell, RH	1ST	ST	NW	JR High
Terrell, MC	WHEELER	RD	SE	Elementary

ICB-nongov (04/2502)  
ICB2002-212326(R6)  
ICB 2002-206181 (R8)



Thomas	ANACOSTIA	AVE	NE	Elementary
Thomson	L	ST	NW	Elementary
Truesdell	INGRAHAM	ST	NW	Elementary
Tubman	13TH	ST	NW	Elementary
Turner	STANTON	RD	SE	Elementary
Tyler	G	ST	SE	Elementary
Van Ness	5TH	ST	SE	Elementary
Walker-Jones	L	ST	NW	Elementary

School Name	School Locations		Level of School	
Washington, MM	O	ST	NW	SR High
Watkins	12TH	ST	SE	Elementary
Webb (Ruth K. Webb)	MT OLIVET	RD	NE	Elementary
West	FARRAGUT	ST	NW	Elementary
Wheatley	NEAL	ST	NE	Elementary
Whittier	5TH	ST	NW	Elementary
Wilkinson	POMEROY	RD	SE	Elementary
Wilson	K	ST	NE	Elementary
				SR High / Survey information available in GIS format.
WILSON, W.	CHESAPEAKE	ST	NW	
Winston	ERIE	ST	SE	Elementary/JR High
Woodson, HD	EADS	ST	NE	SR High
Young	26TH	ST	NE	Elementary
Luke Charles Moore Academy Senior High School	MONROE	ST	NE	
Douglass (Special Education)	DOUGLAS	RD	SE	
Jackie Robinson Center	KANSAS	AVE	NE	
Paul Robeson	10TH	ST	NW	
Rose School	HOWARD	ST	NW	
Taft School	PERRY	ST	NE	
				This site is a duplicate with data entry error. All inquiries should be directed to site 131. - JLL
Goding Administration Bldg	10TH	ST	NE	DCPS recognizes the Giddings facility as being sold.
Giddings Administration Bldg	3RD	ST	SE	
McKinley	T	ST	NE	Technology School Under renovation at the intersection of 49th and Brooks in NE. It will open in August 2003.
Miller	49TH	ST	NE	



## DISTRICT OF COLUMBIA STANDARD TERMS AND CONDITIONS

### 1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District government shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

### 2. Order Of Precedence And Contract:

Except as provided in the contract, any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Schedule, the Specifications, the Special Conditions, the General Conditions. The Bid/Request for Proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications, the Instructions to Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing, shall constitute the formal contract between the bidder/offeror and the District; PROVIDED THAT any such contract in excess of \$1,000,000, shall not be binding or give rise to any claim or demand against the said District until approved by the Mayor or his designated representative.

### 3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or un-patented invention, article process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.



4. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at not increase in contract amount. When the defects in services cannot be corrected by performance, the District may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and, if provided for in the contract, reduce the contract price to reflect value of services performed.

- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and, if provided for in the contract, charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default, subject to termination provisions in the contract.

5. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of the contract.

6. Default:

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof, or
  - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.



In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and, if provided for in the contract, the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- (b) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (c) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 15 for Termination for Convenience of the Government.
- (d) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (e) As used in paragraph (c) of this clause, the terms "subcontractor(s)" means subcontractor(s) at any tier.

7. **Indemnification:**

Except as provided in the contract, the Contractor shall indemnify and save harmless the District and all its officers, agents and servants against any and all claims or liability arising from or based on, or as consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractors, in the performance of this contract. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

8. **Transfer:**

No contract or any interest therein shall be transferred by the parties to whom the award is made without the prior written approval of the District; such transfer will be null and void and will be cause to annul the contract.





9. Taxes:

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use.
- (b) Tax exemption certificates no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District

**"The District of Columbia Government Is Exempt From Federal Excise Tax – Registration No. 52-73-0206-K Internal Revenue Service, Baltimore, Maryland."**

**Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:**

Deliveries to Glenn Dale Hospital – Exemption No. 4647

Deliveries to Children's Center – Exemption No. 4648

Deliveries to other District Departments or Agencies – Exemption No. 09339

10. Payments:

Unless otherwise specified in this contract, payments will be made only after performance of the contract in accordance with all provisions thereof.

11. Evaluation of Prompt Payment Discount:

- (a) Prompt payment discounts shall not be considered in the evaluation of bids/offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the bidder/offeree.
- (b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

12. Officers Not To Benefit:

No member of or delegate to Congress, or officer or employee of the District shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer of any District employee authorized to execute contract which they or the employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. However, should a Federal or District employee submit a bid for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or submission of proposal, setting forth intention to resign his/her Federal or District employment in the event said employee shall be considered for an award of contract. Failure to submit such affidavit shall automatically render his/her bid/proposal non-responsive and no further consideration shall be given thereto. (See Representations, Certifications and Acknowledgements.)



13. Disputes:

- A. All disputes arising under or relating to this contract shall be resolved As provided herein.
- B. Claims by a Contractor against the District.
- (a) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
  - (b) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
  - (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
  - (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
  - (e) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim. The Contractor may appeal denial of the claim as provided herein.
  - (f) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
  - (2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
  - (g) Interest on amounts found due to a Contractor on claims shall be payable at a rate set in D. C. Code Section 28-3302(b) applicable to judgments against the District and shall begin accruing from the date the Contracting Officer receives the claim until payment of the claim.
  - (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Code Section 1-1189.4.
  - (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- C. Claims by the District against a Contractor



- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contractor may respond to the claim within thirty (30) days from the date the Contractor receives the claim
- (3) After the expiration of sixty (60) days from the date the Contractor receives the claim, the Contracting Officer shall issue a decision in writing, and furnish a copy of the decision to the Contractor.
- (4) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein. Specific findings of fact are not required, but, if made, shall not be binding in any subsequent proceeding.
- (5) The authority contained in this clause shall not apply to a claimor dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (6) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Interest on amounts found due to the District from a Contractor on claims shall be payable at the rate set in D. C. Code Section 28-3302(b) applicable to judgments against the District, and shall begin accruing from the date the Contractor receives a Contracting Officer's written decision on behalf of the District until payment of the claim.
- (d) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D. C. Code Section 1-1189.4.
- (e) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

#### 14. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Dispute clause hereto. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.



**15. Termination For Convenience Of The District:**

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all contracts to the extent they relate to the work terminated.
  - (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
  - (6) As directed by the Contracting Officer, and, if applicable, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
  - (7) Complete performance of the work not terminated.
  - (8) If applicable, take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
  - (9) If applicable, use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) If applicable, after the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the



Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (d) After termination, the Contractor shall submit a final termination Settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6 month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- (e) Subject to paragraph (d) above, and except as provided in the contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
  - (1) The contract price for completed supplies or Services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
  - (2) The total of:
    - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
    - (ii) The cost of settling and paying termination settlement proposals under terminated sub- contracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(i) above; and
    - (iii) A sum, as profit on subparagraph f(i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.



- (3) The reasonable cost of settlement of the work terminated, including-
  - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements) and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) Except as provided in the contract, in arriving at the amount due the Contractor under this clause, there shall be deducted -
  - (1) All unliquidated advance or other payments to the Contractor under the termination portion of the contract;
  - (2) Any claim which the District has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.



- (j) If the termination is partial, and except as provided in the contract, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

**16. Examination Of Books, Etc. By The Office Of Inspector General And The District Of Columbia Auditor:**

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

**17. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a Violation of the District of Columbia Human Rights Act, approved December 13, 1977 ( D. C. Law 2-38; D. C. Code 1-2512) (1981 Ed.). The Contractor shall include a similar clause in all sub- contracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any sub- contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause proved in Section 251 of the District of Columbia Human Rights Act (D. C. Code 1-2522).
- (b) Pursuant to rules of the Department of Human Rights and Local Business Development, published on August 15, 1986 in the D. C. Register, the following clauses apply to this contract:



1103.2 - The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

1103.3 - The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

- (1) employment, upgrading or transfer;
- (2) recruitment, or recruitment advertising;
- (3) demotion, layoff, or termination;
- (4) rates of pay, or other forms of compensation;
- (5) and selection for training and apprenticeship.

1103.4 - The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 - The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in sub-section 1103.2.

1103.6 - The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contracting Officer, advising the said labor union or workers' representative of that contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 - The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or his/her alternates, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

1103.8 - The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Chief Procurement Officer, or any authorized official.

1103.9 - The prime Contractor shall include in every subcontract the equal opportunity clauses, subsection 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

1103.10 - The prime Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the prime Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a





result of such direction by the contracting agency, the prime Contractor may request the District to enter into such litigation to protect the interest of the District.

**18. Definitions:**

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District shall mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executive and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

**19. Estimated Quantities:**

It is the intent of the District to secure a contract for all of the needs of the designated Agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles and/or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids/Request for Proposals reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, ALL CHARGES PREPAID, to the ordering Agency. Except as provided in the contract, the District does not guarantee to order any specific quantities of any item(s) or including work hours of service.

**20. Health And Safety Standards:**

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended, and Department of Labor Regulations under the Act, and all Federal requirements in effect at time of bid opening/proposal submission.

**21. Appropriation Of Funds:**

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

**22. Hiring Of District Residents:**

All new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, shall include the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- (a) at least fifty-one (51) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
- (b) at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council. The Contractor shall negotiate an Employment Agreement with the District of Columbia Department of Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the contractor's first source of referral for qualified applicants trainees and other workers in the implementation of employment goals contained in this clause.



23. Buy American Act:

Under authority of 41 USC 10a and 10b, the Chief Procurement Officer has waived for the purposes of this contract with Verizon the requirements of the Buy American Act (41 U.S.C. 10, *et seq* )

24. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to Contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor, provided that the actual subcontract price was not itself affected by defective cost or pricing data.



- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
- (1) Vender quotations;
  - (2) Nonrecurring costs;
  - (3) Information on changes in production methods or purchasing volume;
  - (4) Data supporting projections of business prospects and objectives and related operations costs;
  - (5) Unit - cost trends such as those associated with labor efficiency;
  - (6) Make - or - buy decisions;
  - (7) Estimated resources to attain business goals;
  - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or Contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right, subject to applicable law and regulation and pursuant to an appropriate protective order or nondisclosure agreement, to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or re- production until three years after the later of:
- (1) final payment under the contract;
  - (2) final termination settlement; or
  - (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

25. **Cost-reimbursement Contracts:**

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.



26. **Multiyear Contract:**

If this contract is a multiyear contract, then the following provisions are made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract, if any. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District government and the contractor from future performance of the contract, but not from the existing obligations. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. **Termination Of Contracts For Certain Crimes And Violations:**

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
  - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
  - (2) There has been any breach or violation of:
    - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
    - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
  - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
  - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

28. **GROSS RECEIPTS TAXES AND CEILING AMOUNT**

The District shall reimburse Verizon for gross receipts taxes paid by Verizon based on the sale to the District of public utility services under this contract.





---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; fNYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>Ludlow Taylor ES</u>	<u>Marshall ES</u>	<u>Maury ES</u>
659 G St. NE	3100 Fort Lincoln Dr. NW	1250 Constitution Ave. NE
<b>\$29,750.00</b>	<b>\$ 29,750.00</b>	<b>\$ 29,750.00</b>
<u>Peabody ES</u>	<u>Park View ES</u>	<u>Ross ES</u>
425 C St. SE	3650 Warder St. NW	1730 R St. NW
<b>\$29,750.00</b>	<b>\$29,750.00</b>	<b>\$29,750.00</b>
<b>TOTAL PRICE:</b>	<b><u>\$ 178,500.00</u></b>	

Special Construction letter of intent FORMAT.doc

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contreille  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: *Deborah Contreille*

Verizon Authorizing Agent

Name Printed: Deborah M. Contreille

Title: RSWA

DATE: 4/24/03

## District of Columbia Public Schools

AGREED: *Charles T. Thompson*

DCPS Authorizing Agent

Name Printed: Charles T. Thompson

Title: CTO

DATE: 5-20-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; (NYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>Key ES</u>	<u>Sousa JHS</u>	<u>Miner ES</u>
5001 Dana Pl. NW	3650 Ely Pl. SE	601 15th St. NE
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Davis ES</u>	<u>H. D. Cooke ES</u>	<u>Ron Brown MS</u>
4430 H St. SE	2525 17th St. NW	4800 Meade St. NE
\$29,750.00	\$29,750.00	\$ 29,750.00
<b>TOTAL PRICE:</b>	<b>\$ 178,500.00.</b>	

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: Deborah Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: RSM

DATE: 4.24.03

## District of Columbia Public Schools

Dr. Paul L. Young Superintendent of Schools

AGREED: Charles Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.





---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; (NYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>Bowen ES</u>	<u>Malcom X ES</u>	<u>Van Ness ES</u>
101 M St. SW	1351 Alabama Ave. SE	1159 5 <sup>th</sup> St. SE
\$29,750.00	\$ 29,750.00	\$ 29,750.00
<u>K.C. Lewis ES</u>	<u>Green ES</u>	<u>Wilkinson ES</u>
300 Bryant St. NW	1500 Mississippi Ave. SE	2330 Pomeroy Rd. SE
\$29,750.00	\$29,750.00	\$29,750.00
<b>TOTAL PRICE:</b>	<b><u>\$ 178,500.00</u></b>	

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: *Deborah M. Contrella*

Verizon Authorizing Agent

Name Printed: Deborah M. Contrella

Title: RSM

DATE: 4.24.03

## District of Columbia Public Schools

D. C. Public Schools

AGREED: *Charles T. Thompson*

DCPS Authorizing Agent

Name Printed: Charles T. Thompson

Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel: (703) 204-7109  
Fax: (703) 204-7520  
Pager: (202) 542-1006  
Internet: h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; fNYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>Logan Swing</u>	<u>Prospect LC</u>	<u>LaSalle ES</u>
215 G St. NE	920 F St. NE	501 Riggs Rd. NE
\$29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Evans ES</u>	<u>Randall-Highlands ES</u>	<u>Noyes ES</u>
5600 Capitol St. NE	1650 30th St. SE	1401 Brentwood Rd. NE
\$29,750.00	\$29,750.00	\$ 29,750.00
<b>TOTAL PRICE:</b>	<b><u>\$ 178,500.00</u></b>	

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire (90 days from date of letter).

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor.  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: Deborah M. Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: ICSM

DATE: 4.24.02

## District of Columbia Public Schools

AGREED: Charles T. Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/WVa= #6; Pa/Dc= #7; NYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691\_\_\_\_\_

<u>Spingarn SHS</u> 2500 Benning Rd. NE \$ 29,750.00	<u>Woodson SHS</u> 5500 Eads St. NE \$ 29,750.00	<u>Sharpe Health EC</u> 4300 13th St. NW \$ 29,750.00
<u>Douglass Swing</u> 2600 Douglass Pl. SE \$ 29,750.00	<u>Johnson JHS</u> 1800 Perry St. NE \$ 29,750.00	<u>Shaw JHS</u> 925 Rhode Island Ave. NW \$ 29,750.00

**TOTAL PRICE:     \$ 178,500.00.**

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: *Deborah Contrella*  
Verizon Authorizing Agent

Name Printed: Deborah M Contrella  
Title: RSM

DATE: 4.24.03

## District of Columbia Public Schools



AGREED: *Charles T. Thompson*  
DCPS Authorizing Agent

Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/WVa= #6; Pa/Dc= #7; NY/NEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691

<u>Burrville ES</u> 801 Division Ave. NE \$ 29,750.00	<u>Burroughs ES</u> 1820 Monroe St. NE \$ 29,750.00	<u>Bunker Hill ES</u> 1401 Michigan Ave. NE \$ 29,750.00
<u>Beer ES</u> 3600 Alabama Ave. SE \$ 29,750.00	<u>Garfield ES</u> 2435 Alabama Ave. SE \$ 29,750.00	<u>Brent ES</u> 330 3rd St. SE \$ 29,750.00

**TOTAL PRICE: \$ 178,500.00.**

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: [Signature]  
Verizon Authorizing Agent  
Name Printed: Deborah Contrella  
Title: RS m

DATE: 4.24.03

## District of Columbia Public Schools

By Paul L. ...

AGREED: [Signature]  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-20-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.





---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; INYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>Rudolph ES</u> 5200 2nd St. NW \$ 29,750.00	<u>Seaton ES</u> 1503 10 <sup>th</sup> St. NW \$ 29,750.00	<u>Truesdell ES</u> 800 Ingraham St. NW \$ 29,750.00	
<u>West ES</u> 1338 Farragut St. NW \$ 29,750.00	<u>Moten ES</u> 1565 Morris Rd. SE \$ 29,750.00	<u>Plummer ES</u> 4601 Texas Ave. NW \$ 29,750.00	<u>Savoy ES</u> 2400 Shannon Pl. SE \$ 29,750.00

**TOTAL PRICE:      \$ 208,250.00.**

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 208,250.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

H. David Hall

AGREED: Deborah Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M Contrella  
Title: CSM

DATE: 4.24.03

## District of Columbia Public Schools

AGREED: Charles T. Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; INYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691

<u>Aiton ES</u>	<u>Benning ES</u>	<u>Lafayette ES</u>
533 48th Pl. NE	100 41 <sup>st</sup> St. NE	5701 Broad Branch Rd. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Brookland ES</u>	<u>Janney ES</u>	<u>Hyde ES</u>
1150 Michigan Ave. NE	4130 Albemarle St. NW	3219 O St. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00

**TOTAL PRICE:      \$ 178,500.00**

Special Construction letter of intent FORMAT.doc

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

H. David Hall

AGREED: Deborah Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M Contrella  
Title: RSM

DATE: 4.24.03

## District of Columbia Public Schools

Mr. Paul L. Vance Superintendent

AGREED: Charles T. Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5.20.2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wy= #6; Pa/De= #7; INYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691

<u>Deal JHS</u>	<u>Francis JHS</u>	<u>Kelly Miller MS</u>
3815 Fort Dr. NW	2425 N St. NW	215 49th St. NE
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Simon ES</u>	<u>Brightwood ES</u>	<u>Takoma ES</u>
401 Mississippi Ave. SE	1300 Nicholson St. NW	7010 Pine Branch Rd. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00

**TOTAL PRICE:     \$ 178,500.00.**

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: Deborah M. Contrella

Verizon Authorizing Agent

Name Printed: Deborah M. Contrella

Title: CSM

DATE: 4.24.03

## District of Columbia Public Schools

Dr. Paul L. Vene

Superintendent of Schools

AGREED: Charles T. Thompson

DCPS Authorizing Agent

Name Printed: Charles T. Thompson

Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; fNYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>King ES</u>	<u>Langdon ES</u>	<u>Kimball ES</u>
3200 6th St. SE	1900 Evarts St. NE	3375 Minnesota Ave. SE
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>C.W. Harris ES</u>	<u>Ketchum ES</u>	<u>Kenilworth ES</u>
301 53rd St. SE	1919 Eads St. SW	1300 44 <sup>th</sup> St. NE
\$29,750.00	\$29,750.00	\$29,750.00

**TOTAL PRICE: \$ 178,500.00.**

Special Construction letter of intent FORMAT.doc

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: *Deborah M. Contrella*  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: RSM

DATE: 4.24.03

## District of Columbia Public Schools

AGREED: *Charles T. Thompson*  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.





---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wv= #6; Pa/De= #7; NY/NEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691

<u>Lincoln MS</u>	<u>Bell Multi-Cultural</u>	<u>Thomson ES</u>
3101 16th St. NW	3145 Hiatt Pl. NW	1200 L St. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Thomas ES</u>	<u>Birney ES</u>	<u>Patterson ES</u>
650 Anacostia Ave. NE	250 M.L. King Ave. SE	4600 Livingston Rd. SE
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00

**TOTAL PRICE: \$178,500.00**

Special Construction letter of intent FORMAT.doc

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202-392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

H. David Hall

AGREED: Deborah M. Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: RSN

DATE: 4.29.03

## District of Columbia Public Schools

AGREED: Charles T. Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-20-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park, Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Dear Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; INYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>Garnett-Patterson MS</u>	<u>Hart JHS</u>	<u>Hine SHS</u>
2001 10th St. NW	601 Mississippi Ave. SE	335 8th St. SE
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Fletcher-Johnson EC</u>	<u>Oyster ES</u>	<u>Barnard ES</u>
4650 Benning Rd. SE	2900 Calvert St. NW	430 Decatur St. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00

**TOTAL PRICE: \$ 178,500.00**

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

DATE: 4.24.03

AGREED: Deborah M. Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: RSM

## District of Columbia Public Schools

Dr. Paul L. Vitaro, Superintendent

AGREED: Charles T. Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/Dc= #7; (NYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691

<u>Emery ES</u>	<u>Stoddart ES</u>	<u>Mann ES</u>
1720 1st St. NE	4001 Calvert St. NW	4430 Newark St. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Draper ES</u>	<u>Murch ES</u>	<u>Shepard ES</u>
908 Wahler Pl. SE	4810 36 <sup>th</sup> St. NW	7800 14 <sup>th</sup> St. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<b>TOTAL PRICE:</b>	<b>\$ 178,500.00.</b>	

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

H. David Hall

AGREED: Deborah Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: RSM

DATE: 4.24.03

## District of Columbia Public Schools

Dr. Paul G. Williams, Superintendent

AGREED: Charles Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5-28-2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.



---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/Wva= #6; Pa/De= #7; (NYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

ACN Case NO. #2003-249691

<u>Browne JHS</u> 850 26th St. NE \$ 29,750.00	<u>Stuart Hobson MS</u> 410 E St. NE \$ 29,750.00	<u>Winston EC</u> 3100 Erie St. SE \$ 29,750.00
<u>Stevens ES</u> 1050 21 <sup>st</sup> St. NW \$ 29,750.00	<u>Marie Reed ES</u> 2200 Champlain St. NW \$ 29,750.00	<u>Walker-Jones ES</u> 100 L St. NW \$ 29,750.00

**TOTAL PRICE:**     \$ 178,500.00.

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Address: Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street, 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED:

Verizon Authorizing Agent

Name Printed:

Title:

*Deborah M. Contrella*  
*RCM*

DATE:

4.24.03

## District of Columbia Public Schools

Dr. Paul L. Vance

Superintendent of Schools

AGREED:

DCPS Authorizing Agent

Name Printed:

Title:

*Charles T. Thompson*  
*CTU*

DATE:

5.28.2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.





---

**District of Columbia Public Schools ("DCPS") – Special Construction  
Authorization Notice to Proceed**

---

H. David Hall  
Project Manager  
Tel (703) 204-7109  
Fax (703) 204-7520  
Pager (202) 542-1006  
Internet h.david.hall@verizon.com

Enterprise Solutions Group  
Premium Customer Care  
National Project Management  
2980 Fairview Park Dr., 1<sup>st</sup> floor  
Falls Church, Virginia 22042

February 10, 2003

Mr. Charles Thompson  
DCPS, Chief Technology Officer  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

Mr. Thompson:

Verizon has recently completed site surveys at the locations listed below, and has established pricing for the special construction associated with the placement of fiber facilities to each of these locations. These facilities will provide the necessary infrastructure required to transport the ATM Cell Relay Network for DCPS.

**SPECIAL CONSTRUCTION WILL CONSIST OF, BUT NOT BE LIMITED TO:**

Placement of fiber cabling from Verizon's serving Manhole/Pole into DCPS locations listed below. Any additional work associated with fiber placing operations including conduit placement, conduit rodding, conduit obstruction removal, placement of innerduct, and any required attachments into/on DCPS property, facilitating end-to-end fiber cabling placement to the designated equipment location determined by DCPS. If Verizon incurs any additional costs associated with performing this work (i.e., concrete demolition, conduit replacement, etc...), those costs will be documented and presented to the customer for payment before work resumes.

These prices are for the referenced special construction only. The underlying network service will be billed under a separate agreement. Prices do not include taxes, fees, surcharges or other charges that may be applicable pursuant to filed and effective tariffs.

(FCC tariff: NJ= #3; DC/Md/Va/WVa= #6; Pa/Dc= #7; fNYNEX= #13)

**SPECIAL CONSTRUCTION PRICE PER LOCATION:**

**ACN Case NO. #2003-249691**

<u>R.H. Terrell JHS</u>	<u>McFarland MS</u>	<u>Eliot JHS</u>
1000 1st St. NE	4400 Iowa Ave. NW	1830 Constitution Ave. NE
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00
<u>Turner ES</u>	<u>Leckie ES</u>	<u>Hardy MS</u>
3264 Stanton Rd. SE	4200 M.L. King Ave. SW	1819 35 <sup>th</sup> St. NW
\$ 29,750.00	\$ 29,750.00	\$ 29,750.00

**TOTAL PRICE: \$ 178,500.00**

## CUSTOMER RESPONSIBILITIES:

- Customer will be responsible for providing adequate electrical power and unobstructed paths for fiber cabling as detailed in the Verizon Federal GWACS proposal No. 02021 of May 22, 2002 in addition to standard requirements for the establishment and furnishing of any telecommunication service under local DC tariff. (Verizon Washington, DC, Inc. General Services Tariff PSC-DC No. 201-C-5.)
- Completion of all work is contingent upon Verizon's ability to obtain the necessary permits required by DC Public Schools for placement of fiber facilities.
- Verizon will not be liable for delays caused by Customer's failure to fulfill these responsibilities or a delay in obtaining necessary permits.

## PROJECT SCHEDULE:

- These prices are valid for ninety (90) days from the date of this letter
- Work will commence only after receipt of this signed Authorization Notice to Proceed
- Installation interval will begin as soon as possible based on available resources following receipt of this signed Authorization Notice to Proceed

## TERMS OF PAYMENT / BILLING:

Verizon Communications Inc. will render an invoice to DCPS in the amount of \$ 178,500.00. The invoice will be due upon receipt payable within 30 days.

The invoice will be rendered to: Mr. Charles Thompson  
DCPS, CTO  
825 N. Capitol Street, 8<sup>th</sup> floor  
Washington, DC 20002

**EXPIRATION DATE OF THIS QUOTATION:** Will expire [90 days from date of letter].

If you would like Verizon Communications Inc. to proceed with the special construction as outlined above, please sign below and return the signed copy of this letter to:

### Project Manager:

Name: H. David Hall Verizon  
Address: 2980 Fairview Park Drive 1<sup>st</sup> Floor,  
Falls Church, Virginia 22042  
Fax #: 703-204-7520

### Regional Sales Manager:

Name: Deborah Contrella  
Address: 1710 H. Street 6<sup>th</sup> Floor, NW  
Address: Washington, DC 20006  
Fax #: 202 392-5521

Should you have any questions or wish to discuss this project further, please do not hesitate to contact me at 703-204-7109.

Sincerely,

*H. David Hall*

AGREED: Deborah Contrella  
Verizon Authorizing Agent  
Name Printed: Deborah M. Contrella  
Title: RSM

DATE: 11-24-03

## District of Columbia Public Schools

INDEPENDENT SCHOOLS

AGREED: Charles T. Thompson  
DCPS Authorizing Agent  
Name Printed: Charles T. Thompson  
Title: CTO

DATE: 5 28 2003

Your signature indicates that you agree to, and accept the rates, terms and conditions stated above, and will serve as Verizon's authorization to proceed with this project.

Customer also agrees to pay Verizon an early termination fee in an amount equal to forty-two percent (42%) of the Service fees due for the remaining portion of the Service Period. Such early termination fee is due to Verizon immediately upon termination.

3.2 Either party may terminate this Agreement immediately by written notice in the event the other party (i) materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notice thereof, or if such breach cannot reasonably be cured during that time, uses commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) days; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, becomes involved in any liquidation or termination of its business, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event this Agreement is terminated pursuant to this Section 3.2, Customer shall promptly pay Verizon for the Service provided up to the date of termination.

3.3 Verizon reserves the right to terminate this Agreement immediately in the event Customer breaches this Agreement or upon thirty (30) days prior written notice for its convenience. If Verizon terminates this Agreement as a result of Customer's breach, Customer agrees to pay Verizon all Services fees accrued through the date of termination, plus forty-two percent (42%) of the Service fees due for the remaining portion of the Service Period. This remedy shall be in addition to any other remedy available to Verizon under this Agreement or at law or equity.

3.4 Customer may, at any time during the term of the Service Period upgrade to a higher level of Service at no penalty, provided the Service Period of the new Service is equal to or greater than the initial Service Period. Verizon reserves the right to adjust monthly Service fees as a result of Customer's election to upgrade the Service. Any such adjustment will be subject to prior mutual agreement.

4. IP Addresses. Upon expiration, cancellation or termination of this Agreement, Customer shall relinquish any IP addresses or address blocks assigned to Customer by Verizon.

5. Use of the Service. Customer agrees that its use of the Service shall comply in all respects with this Agreement and with all federal, state, and local laws and regulations applicable to Customer's use of the Service. Customer acknowledges and agrees that: (i) the primary function of the Service as it relates to Customer's network is to provide Customer with statistics on the performance of its network; (ii) Customer is responsible for the manner in which Customer uses the Service, including the maintenance and security of its network and other

facilities; (iii) Verizon is not responsible for unauthorized access to Customer's facilities or for damages arising out of unauthorized access; and (iv) Customer, unless expressly permitted by Verizon, shall not resell the Service or access to the Service, directly or indirectly, to third parties.

Verizon shall install and maintain the hardware and software (hereinafter "Equipment"), including all updates as deemed necessary by Verizon or the equipment manufacturer, installed on Customer's premises for use with the Service. Customer agrees to exercise reasonable care of and shall not alter, change or otherwise modify the Equipment provided for use with the Service. Verizon will give Customer reasonable advance written notice of scheduled maintenance that may temporarily render the Service unavailable. Verizon shall have no liability to Customer or other persons or entities as a result of the unavailability of Service due to the performance of scheduled maintenance.

6. Equipment. Verizon retains all rights, title and interest in any Equipment provided for use with the Service. If Customer purchases any optional functionality that involves the acquisition of third party software through Verizon or its supplier(s), Customer agrees to sign any required third party license agreements prior to delivery of such third party software. If Verizon or its supplier(s) installs third party software for Customer and acceptance of license terms is accomplished electronically, Customer authorizes the installer to accept such third party license terms on Customer's behalf. Customer acknowledges and agrees that the content and design of such software are valuable trade secrets, and that Customer may use such software for the sole purpose of enabling Customer to use the Service. Customer agrees not to (i) copy or duplicate such software; (ii) reverse engineer, decompile or disassemble such software; (iii) make derivative works from such software; or (iv) modify such software. In the event Verizon or its supplier(s) install any software on equipment owned by Customer, Verizon shall remove the software when the Service is terminated.

7. Return of Equipment. Upon termination or expiration of the Service, Customer agrees to return to Verizon all Equipment that has been provided to Customer in connection with the Service within ten (10) business days of the termination effective date. In the event such Equipment is not returned to Verizon within thirty (30) days of the termination date, Customer agrees to permit Verizon to remove such Equipment from its premises, with minimal disruption to the school's normal activities, upon reasonable notice during Customer's normal business hours, at Customer's cost and expense.

8. Disclaimer of Warranty. CUSTOMER AGREES THAT THE SERVICE IS PROVIDED "AS IS" AND ON



DISTRICT OF COLUMBIA PUBLIC SCHOOLS

OFFICE OF CONTRACTS AND ACQUISITIONS

825 North Capitol Street, NE, 7<sup>th</sup> Floor, Washington, DC 20002  
202-442-5111 FAX 202-442-5634

February 10, 2004

Mr. Harry A. Coleman II  
Vice President – Sales  
Verizon Washington, D.C.  
1710 H. Street  
6<sup>th</sup> Floor  
Washington, D.C. 20001

**Subject: Termination for Convenience**  
**Contract No: GAGA-2003-C-0074**  
**(Agreement #2002-212326&2002-206181)**  
**Caption: Verizon Service Agreement**

Dear Mr. Coleman:

You are hereby notified that the subject contract is terminated for convenience of the District in accordance with Section 15(a) of Appendix B of the Service Agreement and contract referenced above. This termination is based upon the Contracting Officer's determination that termination of this contract is in the best interest of the District of Columbia. This termination is effective as of the date of this letter.

Pursuant to D.C. Code §2-301.05(a) it is a necessary governmental function to terminate the contract. The award and enforceability of the subject contract is contingent upon Council approval.

In conjunction with this notification, Verizon Washington D.C. is required to do the following:

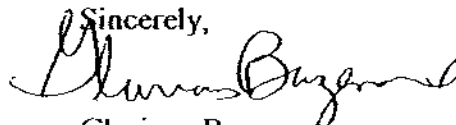
1. Stop work immediately, remove all personnel, from DCPS premises and place no further orders for supplies or equipment relating to the services provided under the terminated contract;
2. Stop issuing subcontracts, if applicable, pertaining to the terminated contract;
3. Terminated all subcontracts if applicable, pertaining to the terminated contract;
4. Promptly notify the Contracting Officer in writing of any legal proceedings growing out any subcontracts or other commitments related to the terminated contract or in which a lien has been or may be placed against termination inventory to reported to the District;
5. Settle any outstanding liabilities and proposals arising out of the termination of subcontracts, obtaining any necessary approvals from the Contracting Officer;

6. Immediately advise the Contracting Officer of any special circumstances precluding stoppage of work;
7. Take necessary or directed action to protect and preserve property in the contractor's possession in which the District has or may acquire an interest and, as directed by the Contracting Office, deliver the property to the District; and
8. Promptly submit a settlement proposal for the amount claimed as a result of the termination.

The settlement proposal should cover all cost elements, including settlements with subcontractors and any proposed profit and shall include reasonable detailed supporting documentation satisfactory to the Contracting Officer.

This notice constitutes the District's decision that the subject contract is terminated for convenience and that you have a right to appeal this decision under the disputes clause, Section 13 of Appendix B of the Service Agreement and contract referenced above.

This letter is being sent via facsimile and certified mail, return receipt requested.

Sincerely,  
  
Glorious Bazemore  
Agency Chief Contracting Officer

cc: Charles Thompson  
Clifford Cox  
Gyimah Chin  
John Dobriansky  
S. Pauline Barrett



**Universal Service Administrative Company**  
**Schools & Libraries Division**

---

**FUNDING COMMITMENT DECISION LETTER**

(Funding Year 2003: 07/01/2003 - 06/30/2004)

November 22, 2004

DISTRICT OF COLUMBIA PUB SCHS  
GARNET E. PIERSON  
P.O. Box 563  
Owings Mills, MD 21117

Re: Form 471 Application Number: 379940  
Funding Year 2003: 07/01/2003 - 06/30/2004  
Billed Entity Number: 126340  
Applicant's Form Identifier: 471DCPS03-3

Thank you for your Funding Year 2003 E-rate application and for any assistance you provided throughout our review. Here is the current status of the funding request(s) featured in the Funding Commitment Report at the end of this letter.

- The amount, \$1,141,028.32 is "Approved."
- The amount, \$9,229,508.40 is "Denied."

Please refer to the Funding Commitment Report on the page following this letter for specific funding request decisions and explanations.

**NEW FOR FUNDING YEAR 2003**

The Important Reminders and Deadlines immediately preceding this letter are provided to assist you throughout the application process.

**NEXT STEPS**

- Review technology planning requirements
- Review CIP Requirements
- File Form 486
- Invoice the SLD using the Form 474 (service providers) or Form 472 (Billed Entity)

**FUNDING COMMITMENT REPORT**

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the Funding Request Number(s) (FRNs) from your application. The SLD is also sending this information to your service provider(s) so preparations can be made to begin implementing your E-rate discount(s) upon the filing of your Form 486. Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

**TO APPEAL THIS DECISION:**

If you wish to appeal the decision indicated in this letter, your appeal must be POSTMARKED within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.

**DUPLICATE LETTER**



**Universal Service Administrative Company**  
**Schools & Libraries Division**

---

**IMPORTANT REMINDERS & DEADLINES**

Date: November 22, 2004  
471 : 379940  
BEN : 126340

The following information is provided to assist you throughout the application process. We recommend that you keep it in an easily accessible location and that you share it with the appropriate members of your organization.

**FORM 486 DEADLINE** - The Form 486 must be postmarked no later than 120 days after the Service Start Date you report on the Form 486 or no later than 120 days after the date of the Funding Commitment Decision Letter, whichever is later. If you are required to have a Technology Plan, you must indicate the SLD Certified Technology Approver who approved your plan and you must retain documentation of your monitoring of the progress toward your stated goals.

**CHILDREN'S INTERNET PROTECTION ACT (CIPA)** - If FY2003 is your Third Funding Year for the purposes of CIPA and you apply for Internet Access or Internal Connections, you must be in compliance with CIPA and cannot request a waiver. The Supreme Court may issue an opinion in July 2003 changing the CIPA requirements - watch the SLD web site.

**INVOICE DEADLINE** - Invoices must be postmarked no later than 120 days after the last date to receive service - including extensions - or 120 days after the date of the Form 486 Notification Letter, whichever is later. Invoices should not be submitted until the invoiced products and services have been delivered and billed, and (for BEAR Forms) the provider has been paid.

**OBLIGATION TO PAY NON-DISCOUNT PORTION** - Applicants are required to pay the non-discount portion of the cost of the products and/or services. Service providers are required to bill applicants for the non-discount portion. The FCC has stated that requiring applicants to pay their share ensures efficiency and accountability in the program. If you are using a trade-in as part of your non-discount portion, please refer to the SLD web site.

**RETAIN DOCUMENTATION** - Applicants and service providers must retain documentation, including but not limited to, documents showing:

- compliance with all applicable competitive bidding requirements,
- products and/or services delivered (e.g., customer bills detailing make, model and serial number),
- resources necessary to make effective use of E-rate discounts, including the purchase of equipment such as workstations not eligible for support,
- the specific location of each item of E-rate funded equipment, and
- the applicant has paid the non-discount portion.

These documents must be retained and available for review for 5 years.

**FREE SERVICES ADVISORY** - Applicants and service providers are prohibited from using the Schools and Libraries Support Mechanism to subsidize the procurement of ineligible or unrequested products and services, or from participating in arrangements that have the effect of providing a discount level to applicants greater than that to which applicants are entitled.

Complete program information is posted to the Schools and Libraries Division (SLD) web site at [www.sld.universalservice.org](http://www.sld.universalservice.org). Information is also available by contacting the SLD Client Service Bureau by e-mail at [question@universalservice.org](mailto:question@universalservice.org), by fax at 1-888-276-8706 or by phone at 1-888-203-8100.

**DUPLICATE LETTER**

2. State outright that your letter is an appeal. Identify which Funding Commitment Decision(s) you are appealing. Indicate the relevant funding year and the date of the FCML. Your letter of appeal must also include the Billed Entity Name, the Form 471 Application Number, and the Billed Entity Number from the top of your letter.
3. When explaining your appeal, copy the language or text from the Funding Commitment Report that is at the heart of your appeal, to allow the SLD to more readily understand your appeal and respond appropriately. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an authorized signature on your letter of appeal.

If you are submitting your appeal on paper, please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125 - Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. Additional options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We encourage the use of either the e-mail or fax filing options.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal directly with the Federal Communications Commission (FCC). You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be POSTMARKED within 60 days of the above date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, sent to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use either the e-mail or fax filing options.

#### NOTICE ON RULES AND FUNDS AVAILABILITY

Applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Universal Service Support Mechanism. Applicants who have received funding commitments continue to be subject to audits and other reviews that the SLD and/or the FCC may undertake periodically to assure that funds that have been committed are being used in accordance with all such requirements. The SLD may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction, including but not limited to that by the SLD, the applicant, or the service provider. The SLD, and other appropriate authorities (including but not limited to USAC and the FCC), may pursue enforcement actions and other means of recourse to collect erroneously disbursed funds. The timing of payment of invoices may also be affected by the availability of funds based on the amount of funds collected from contributing telecommunications companies.

Schools and Libraries Division  
Universal Service Administrative Company

#### DUPLICATE LETTER



## A GUIDE TO THE FUNDING COMMITMENT REPORT

A report for each E-rate funding request from your application is attached to this letter. We are providing the following definitions for the items in that report.

**FORM 471 APPLICATION NUMBER:** The unique identifier assigned to a Form 471 application by the SLD.

**FUNDING REQUEST NUMBER (FRN):** A Funding Request Number is assigned by the SLD to each Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.

**FUNDING STATUS:** Each FRN will have one of the following definitions:

1. An FRN that is "Funded" will be approved at the level that the SLD determined is appropriate for that item. The funding level will generally be the level requested, unless the SLD determines during the application review process that some adjustment is appropriate.
2. An FRN that is "Not Funded" is one for which no funds will be committed. The reason for the decision will be briefly explained in the "Funding Commitment Decision," and amplification of that explanation may be offered in the section, "Funding Commitment Decision Explanation." An FRN may be "Not funded" because the request does not comply with program rules, or because the total amount of funding available for this Funding Year was insufficient to fund all requests.
3. An FRN that is "As Yet Unfunded" reflects a temporary status that is assigned to an FRN when the SLD is uncertain at the time the letter is generated whether there will be sufficient funds to make commitments for requests for Internal Connections at a particular discount level. For example, if your application included requests for discounts on both Telecommunications Services and Internal Connections, you might receive a letter with funding commitments for your Telecommunications Services funding requests and a message that your Internal Connections requests are "As Yet Unfunded." You would receive one or more subsequent letters regarding the funding decision on your Internal Connections requests.

**SERVICES ORDERED:** The type of service ordered from the service provider, as shown on Form 471.

**SPIN (Service Provider Identification Number):** A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support mechanisms. A SPIN is also used to verify delivery of services and to arrange for payment.

**SERVICE PROVIDER NAME:** The legal name of the service provider.

**CONTRACT NUMBER:** The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.

**BILLING ACCOUNT NUMBER:** The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on Form 471.

**EARLIEST POSSIBLE EFFECTIVE DATE OF DISCOUNT:** The first possible date of service for which the SLD will reimburse service providers for the discounts for the service.

**CONTRACT EXPIRATION DATE:** The date the contract expires. This will be present only if a contract expiration date was provided on Form 471.

**SITE IDENTIFIER:** The Entity Number listed in Form 471, Block 5, Item 22a will be listed. This will appear only for "site specific" FRNs.

**ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE RECURRING CHARGES:** Eligible monthly pre-discount amount approved for recurring charges multiplied by number of months of recurring service provided in the funding year.

**ANNUAL PRE-DISCOUNT AMOUNT FOR ELIGIBLE NON-RECURRING CHARGES:** Annual eligible non-recurring charges approved for the funding year.

**PRE-DISCOUNT AMOUNT:** Amount in Form 471, Block 5, Item 23I, as determined through

## DUPLICATE LETTER

the application review process.

DISCOUNT PERCENTAGE APPROVED BY THE SLD: This is the discount rate that the SLD has approved for this service.

FUNDING COMMITMENT DECISION: This represents the total amount of funding that the SLD has reserved to reimburse service providers for the approved discounts for this service for this funding year. It is important that you and the service provider both recognize that the SLD should be invoiced and the SLD may direct disbursement of discounts only for eligible, approved services actually rendered.

FUNDING COMMITMENT DECISION EXPLANATION: This entry may amplify the comments in the "Funding Commitment Decision" area.

DUPLICATE LETTER

## FUNDING COMMITMENT REPORT

Form 471 Application Number: 379940  
 Funding Request Number: 1044633 Funding Status: Not Funded  
 Services Ordered: Telecommunications Service  
 SPIN: 14300281 Service Provider Name: Verizon- Washington, D.C. Inc.  
 Contract Number: MTM  
 Billing Account Number: N/A  
 Earliest Possible Effective Date of Discount: 07/01/2003  
 Contract Expiration Date: 06/30/2004  
 Annual Pre-discount Amount for Eligible Recurring Charges: \$8,926,176.00  
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$1,328,833.33  
 Pre-discount Amount: \$10,255,009.33  
 Discount Percentage Approved by the SLD: N/A  
 Funding Commitment Decision: \$0.00 - Incl. svcs./ or product(s)  
 Funding Commitment Decision Explanation: No contract in place for \$3,986,500 construction costs as required by FSC tariff, therefore ineligible. FRN also included \$571,500 unsubstantiated construction and \$2,881,824 unsubstantiated recurring circuit costs. Incl. plus unsub. costs exceed 30% of the FRN.

Funding Request Number: 1044694 Funding Status: Funded  
 Services Ordered: Telecommunications Service  
 SPIN: 14300281 Service Provider Name: Verizon- Washington, D.C. Inc.  
 Contract Number: MTM  
 Billing Account Number: N/A  
 Earliest Possible Effective Date of Discount: 07/01/2003  
 Contract Expiration Date: 06/30/2004  
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,095,009.24  
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$ .00  
 Pre-discount Amount: \$1,095,009.24  
 Discount Percentage Approved by the SLD: 90%  
 Funding Commitment Decision: \$985,508.32 - FRN approved; modified by SLD  
 Funding Commitment Decision Explanation: The estimated one-time and/or monthly charge was changed to reflect the documentation provided by the applicant.

Funding Request Number: 1045226 Funding Status: Funded  
 Services Ordered: Internet Access  
 SPIN: 14300281 Service Provider Name: Verizon- Washington, D.C. Inc.  
 Contract Number: MTM  
 Billing Account Number: N/A  
 Earliest Possible Effective Date of Discount: 07/01/2003  
 Contract Expiration Date: 06/30/2004  
 Annual Pre-discount Amount for Eligible Recurring Charges: \$172,800.00  
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$ .00  
 Pre-discount Amount: \$172,800.00  
 Discount Percentage Approved by the SLD: 90%  
 Funding Commitment Decision: \$155,520.00 - FRN approved; modified by SLD  
 Funding Commitment Decision Explanation: The category of service was changed from telecommunications to internet access in accordance with program rules.

Funding Request Number: 1045270 Funding Status: Not Funded  
 Services Ordered: Telecommunications Service  
 SPIN: 14300281 Service Provider Name: Verizon- Washington, D.C. Inc.  
 Contract Number: MTM  
 Billing Account Number: N/A  
 Earliest Possible Effective Date of Discount: 07/01/2003  
 Contract Expiration Date: 06/30/2004  
 Annual Pre-discount Amount for Eligible Recurring Charges: \$1,161,600.00  
 Annual Pre-discount Amount for Eligible Non-recurring Charges: \$ .00  
 Pre-discount Amount: \$1,161,600.00  
 Discount Percentage Approved by the SLD: N/A  
 Funding Commitment Decision: \$0.00 - Applicant request  
 Funding Commitment Decision Explanation: FRN canceled in consultation with the applicant.

## DUPLICATE LETTER



**District of Columbia Public Schools**

Office of Information & Technology  
825 North Capitol Street, N.E., 8<sup>th</sup> Floor  
Washington, D.C. 20002-4210  
202-442-5340 Fax 202-442-5669

January 19, 2005

**VIA FEDERAL EXPRESS**

Letter of Appeal  
Schools and Libraries Division  
Box 125 – Correspondence Unit  
80 South Jefferson Road  
Whippany, NJ 07981

**RE: SLD Action Being Appealed:**

**Billed Entity Name:**

**Entity Number:**

**Form 471 Application Number:**

**Funding Request Number:**

**Funding Year:**

**Establishing Form 470:**

**Service Provider Name:**

**SPIN:**

**Pre-Discount Amount:**

**Contact for this Appeal:**

**FCDL denial dated November 22, 2004**

**District of Columbia Public Schools**

**126340**

**379940**

**1044633**

**FY 2003 (July 1, 2003—June 30, 2004)**

**139560000418192**

**Verizon—Washington, D.C. Inc.**

**143002681**

**\$16,368,000.00**

**Charles T. Thompson**

**Chief Technology Officer**

**District of Columbia Public Schools**

**825 N. Capitol Street, NE, 8<sup>th</sup> Floor**

**Washington, DC 20002**

**Telephone: 202-442-5340**

**Fax: 202-442-5669**

**Email: Charles.Thompson@k12.dc.us**

**To Whom It May Concern:**

In a funding commitment decision letter issued by the SLD on November 22, 2004, the District of Columbia Public Schools (DCPS) was denied funding for FRN 1044633 for the following stated reasons:

- (a) No contract was in place for \$3,986,500 in construction costs as required by PSC tariff, and those costs were therefore ineligible;
- (b) DCPS's FRN included \$573,500 in unsubstantiated construction costs and \$2,881,824 in unsubstantiated recurring circuit costs; and,
- (c) The ineligible costs plus the unsubstantiated costs exceeded 30% of the FRN.

The District of Columbia Public Schools is hereby appealing that decision.

The requirements under the applicable tariff for construction costs were, in fact, met. Further, the FCC's "30% rule," as codified at 47 C.F.R. § 54.504(c) (1) dealing with mixed eligibility requests, only provides for the denial of an entire FRN when "30% or more of a request for discounts made in an FCC Form 471 is for ineligible [emphasis supplied] services." Based on the dollar amounts identified in the funding denial reasons cited above, DCPS believes the SLD erred in its initial review of the DCPS application.

For these reasons, we ask the SLD to review their initial denial of the funding request cited above.

#### **Discussion—Non-recurring Special Construction Services:**

Pursuant to the relevant FCC FY 2003 Form 470 Instructions (April, 2002), a Form 470 was required to be posted to the SLD web site for tariffed telecommunications services, for month-to-month services, or for services for which a new written contract was being sought. On October 7, 2002, DCPS met that requirement by filing Form 470 # 139560000418192 seeking high bandwidth services, including ATM services, and checked, in Item 7, that it was seeking responses in all three procurement categories to ensure that the most cost effective solution could be selected.

In the District of Columbia, Tariff 207 applies to the non-recurring ATM services and associated construction services requested by DCPS on its Form 471. The Form 471 instructions, at page 20, specify those circumstances where contracts for services must be in place. Specifically, the instructions state:

**"Signed contracts:** You **MUST** have a signed contract (or a legally binding agreement between you and your service provider preparatory to a formal signed contract) for all services you order on Form 471 except:

*Tariffed services:* Telecommunications services that you purchase at prices regulated by your state regulatory commission and/or the FCC, which do not require a signed, written contract.

*Month-to-Month Services:* Month-to-Month services which do not require a signed, written contract. Your billing arrangement signifies that you are receiving your services on a month-to-month basis."

Tariff 207 does not require a contract for the ATM services DCPS requested in its Form 470. Therefore, as to those services, DCPS's request and supporting documentation met the SLD's requirements.

However, and notwithstanding SLD rules, DC Government procedures require that a purchasing vehicle be executed before any services begin, including tariffed services. In addition, Tariff 207 specifically requires a contract for construction services associated with ATM Services. In response to these requirements, the District of Columbia Public Schools entered into a contractual agreement with Verizon on December 23, 2002 to provide both the ATM tariffed services and the construction services associated with providing ATM.

Because the extent of other services could not be known until ATM installation is actually begun, it is Verizon's standard business practice to instead include within the underlying contract a clause which allows the parties to enter into separate agreements where special construction (or other work) is required to activate the ATM service. In the December, 2002 DCPS-Verizon contract for ATM services, that clause is included as Section 11 and states:

"In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges."

On February 6, 2003, during the FCC Form 471 application filing window, DCPS certified their request for funding for these services on Form 471 application # 379940, FRN # 1044633. Within this FRN, the funding request for construction services related to ATM was for an estimated pre-discount amount of \$4,560,000 in non-recurring charges.

After the December, 2002 contract was executed and through May, 2003, Verizon undertook a survey of sites at which DCPS wished to install ATM services, and identified a minimum of 91 sites that would require special construction. As a result, in May, 2003, and in accordance with Section 11 of the DCPS-Verizon ATM contract, fifteen separate agreements covering those 91 sites were finalized so that Verizon could begin necessary construction. These agreements, entitled "Notices to Proceed," were signed by both DCPS and Verizon for a total cost of **\$2,707,250**.

During PLA review, on a memo dated May 5, 2004, the SLD acknowledged that "the documentation [DCPS] provided appears to support ... a one time construction charge of **\$2,707,250** [emphasis supplied]." No further request was made by SLD for additional records supporting these one-time charges. Further, although the ATM contract was subsequently terminated for failure to meet certain District Government requirements, the separate contractual "Notices to Proceed" pertaining to the special construction are independently valid, have never been terminated, and remain in effect.

Therefore, there was a contract in place in December, 2002 which covered both ATM and construction services, and pursuant to that contract, agreements totaling \$2,707,250 for special construction at those 91 sites were executed. Thus, contrary to the SLD's denial reason, a contract and separate agreements for those services do exist, and the requirements of Tariff 207 have been met.

As it relates to the impact on the 30% threshold for the denial of an entire FRN, DCPS acknowledges that its initial estimate of \$4,560,000 to cover the cost of the non-recurring charges associated with special construction exceeded the amount that was eventually required (\$2,707,250) since special construction ended up not being required at each of the 134 sites—something that could not be determined until work was to begin. However, the SLD's denial reason refers to an "unsubstantiated cost" in this regard of \$573,500. Based on the 91 sites where special construction was required, that reduction should have been **\$1,852,750** (\$4,808,000 minus \$2,707,250), not \$573,500. In any case, the FCC's "30% rule" applies only to requests for ineligible services, not to unsubstantiated amounts of eligible services. Therefore, "unsubstantiated costs" of any amount should not have been used in determining the 30% threshold.

#### **Discussion—ATM recurring services:**

DCPS Form 471 application #379940, requested a pre-discount amount of \$11,808,000 for ATM Services. In response to PIA's request for documentation of that request, DCPS provided the following tariff pricing information to the SLD in October, 2004.

Number of Sites	Capacity	Unit Cost per Site	Total Monthly Cost
0	OC3	N/A	N/A
13	OC12	\$21,741	\$ 282,633
113		\$ 3,955	\$ 446,915
22	DS1	\$ 650	\$ 14,300
<b>Total = 148 sites</b>			<b>\$ 743,848</b>

The original request on DCPS's Form 471 indicated a monthly recurring cost of \$984,000 per month x 12 months or \$11,808,000. The documentation provided during PIA review supported a monthly cost of \$743,848 x 12 months or \$8,926,176. However, upon further review, we note that the documentation provided to PIA to substantiate tariff costs showed 148 sites rather than the 134 sites that were to receive service during FY 2003. Therefore, we wish to make clear that although the costs provided during PIA review represent the tariff pricing from Verizon, those prices were only to be applied to the 134 sites identified in the DCPS Form 471.

The following table shows the related costs for those 134 sites.

Number of Sites	Capacity	Unit Cost per Site	Total Monthly Cost
0	OC3	N/A	N/A
13	OC12	\$21,741	\$ 282,633
107	DS3	\$ 3,955	\$ 423,185
14	DS1	\$ 650	\$ 9,100
<b>Total = 134 sites</b>			<b>\$ 714,918</b>

The annual costs for the 134 sites = \$ 714,918 x 12 or \$8,579,016. Therefore, the correct reduction to the funding request for unsubstantiated costs for tariffed services (recurring costs) should have been \$3,228,984 (\$11,808,000 minus \$8,579,016), not the amount of \$2,881,824 indicated in the funding denial.

#### Summary

In the absence of any ineligible costs in the funding request, DCPS respectfully requests that a funding commitment in the pre-discount amount of \$11,286,266 be awarded based on DCPS's original request of \$16,368,000 minus the \$3,228,984 in unsubstantiated recurring costs and minus the \$1,852,750 of unsubstantiated non-recurring costs.

Sincerely,

  
**Charles T. Thompson**  
 Chief Technology Officer, DCPS



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

*Office of the Superintendent*

825 North Capitol Street, N. E., 9th Floor  
Washington, D.C. 20002-4232  
202-442-5885, fax: 202-442-5026  
www.k12.dc.us

July 1, 2005

Ms. Saranita Bile  
Office of Contracts & Procurement  
441 4th St., N.W. Suite 700 South  
Washington, D.C. 20001

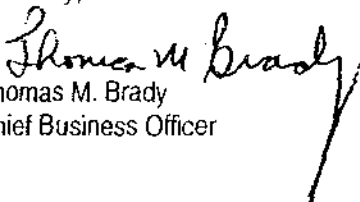
Dear Ms. Bile:

Enclosed, please find the original and six (6) copies of the Verizon ratification package with was submitted to OCP on June 29, 2005 and returned to DCPS on July 1, 2005. The following corrections were made:

Agency Ratification Form signed by Tom Brady  
Mayor' transmittal letter placed on Agency letterhead without dates  
MOU has been signed by the Chief Contracting Officer

Regarding your request to provide additional information on the disciplinary actions involved, we respectfully request that you consult with Herb Tillery on this inquiry. The ratification board reviewed the original packet in March 2005 and all administrative issues raised by the ratification board have been resolved. The only remaining issue was the availability of a contracting vehicle. The information provided is consistent with the information previously discussed with Mr. Tillery and presented to the ratification board. If you have any additional questions, please contact me at (202)442-5618. Thank you for you assistance in moving this packet forward for Council approval.

Sincerely,

  
Thomas M. Brady  
Chief Business Officer

Attachment 6





**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

***Office of the Superintendent***

825 North Capitol Street, N. E., 9th Floor  
Washington, D.C. 20002-4232  
202-442-5885, fax: 202-442-5026  
www.k12.dc.us

June 29, 2005

Mr. Herbert R. Tillery  
Interim Director and Chief Procurement Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700 South  
Washington, D.C. 20001

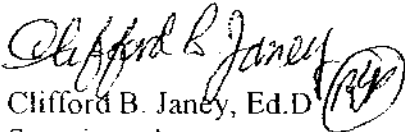
**RE: Request for Ratification of Payment to Verizon, Inc.**

Dear Mr. Tillery:

Pursuant to the "Procurement Practices Vendor Payment Authorization Amendment Act of 2002", effective April 4, 2003 (D.C. Law 14-281; D.C. Official Code § 2-301.05(d)) and OCP Directive 1800.03, DCPS hereby transmits the following documents for your office's and Council review:

1. Legislative transmittal documents, including a transmittal letter to the Council Chairman from the Mayor; a draft memorandum from the Superintendent to the Chief Financial Officer requesting a fiscal impact statement; and a proposed emergency resolution and associated legislation.
2. The Agency Representative Ratification Request and Certification Form;
3. The Superintendent's Ratification Request and Certification Form;
4. The Agency Chief Contracting Officer's Findings and Determination Statement;
5. A copy of the original agreement with Verizon, Inc.; and
6. A copy of the invoices supporting the ratification request.

Sincerely,

  
Clifford B. Janey, Ed.D.  
Superintendent

cc: Thomas Brady

Chairman Linda W. Cropp  
at the request of the Mayor

## A PROPOSED RESOLUTION

### IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

*To declare the existence of an emergency with respect to the need to authorize payment to Verizon, Inc. for goods and services provided to the District of Columbia Public Schools without a valid written contract.*

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this resolution may be cited as the "Verizon, Inc. Emergency Declaration Resolution of 2005".

Sec. 2. There exists an immediate crisis regarding the provision and delivery of data services at DCPS schools and administrative offices. The ongoing provision of data services is critical to DCPS' accomplishment of its educational mission. Verizon, Inc. has indicated that it will terminate services without payment and such termination will have an immediate and adverse impact upon the education of DCPS students.

*Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Verizon, Inc. Payment Authorization Act of 2005 be adopted after a single reading.*

*Sec. 4. This resolution shall take effect immediately.*



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

---

***Office of the Superintendent***

825 North Capitol Street, N.E., 9<sup>th</sup> Floor  
Washington, D.C. 20002-4232  
202-442-5885 Fax: 202-442-5026  
[www.k12.dc.us](http://www.k12.dc.us)

**MEMORANDUM**

**TO:** Dr. Natwar Gandhi  
Chief Financial Officer

**FROM:** Clifford B. Jones, Ed.D.  
Superintendent  
District of Columbia Public Schools

**DATE:** June 29, 2005

**SUBJECT:** Request for Fiscal Impact Statement for the "Verizon, Inc. Payment Authorization Act of 2005"

I hereby request a fiscal impact statement for the attached proposed bill entitled the "Verizon, Inc. Payment Authorization Act of 2005". The bill is being transmitted to Council pursuant to the "Procurement Practices Vendor Payment Authorization Amendment Act of 2002", effective April 4, 2003, D.C. Law 14-281, D.C. Code §2-301.05(d). That law requires Council review and approval of payments for goods and services received without a valid written contract if the request exceeds \$100,000 or if the Chief Procurement Officer has previously considered two requests for the same vendor.

This payment request is for \$7,787,508.71. Approval of this request would allow the vendor to be paid for ATM cell relay and special construction services provided to DCPS without a valid written contract.

Thank you for your prompt attention to this matter.

Chairman Linda W. Cropp  
at the request of the Mayor

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To authorize, on an emergency basis, payment to Verizon, Inc. for goods and services provided to the District of Columbia Public Schools without a valid written contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, that this act may be cited as the "Verizon, Inc. Payment Authorization Emergency Act of 2005".

Sec. 2. Pursuant to D.C. Official Code §2-301.05(d) of the Procurement Practices Vendor Payment Authorization Act of 2002, effective April 4, 2003 (D.C. Law 14-281), the Council hereby authorizes the District of Columbia Public Schools to pay Verizon, Inc. \$7,787,508.50 for goods and services received between November 20, 2003 and July 6, 2005 without a valid written contract.

Sec. 3. The Council adopts the fiscal impact statement provided by the Chief Financial Officer as the fiscal impact statement required by section 602(c)(3) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 813; D.C. Official Code §1-206.02(c)(3)).

Sec 4. This act shall take effect following approval by the Mayor (or in the event of veto by the Mayor, action by the Council to override the veto), and shall remain in effect for no longer than 90 days, as provided for emergency acts of the Council of the District of Columbia in Section 412(a) of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 788; D.C. Official Code §1-204.12(a)).

The Honorable Linda W. Cropp  
Chairman  
Council of the District of Columbia  
1350 Pennsylvania Avenue, N.W., Suite 504  
Washington, D.C. 20004

Dear Chairman Cropp:

Enclosed for consideration and approval by the Council of the District of Columbia is proposed legislation to approve payment to Verizon, Inc. for goods and services received without a valid written contract.

This payment request is being transmitted for Council approval pursuant to the "*Procurement Practices Vendor Payment Authorization Amendment Act of 2002*", effective April 4, 2003 (D.C. Law 14-281; D.C. Official Code § 2-301.05(d)). That law requires Council review and approval of payments for goods and services received without a valid written contract if the request exceeds \$100,000 or if the Chief Procurement Officer has previously considered two (2) requests for that same vendor.

This payment request is for \$7,787,508.50. Because the request exceeds \$100,000, Council approval is required. Approval of this request would allow the vendor to be paid for services provided to the D.C. Public Schools without a valid written contract.

I urge you to take prompt and favorable action on the enclosed emergency legislation.

Sincerely,

Anthony A. Williams

Enclosures

## **AGENCY REPRESENTATIVE RATIFICATION REQUEST AND CERTIFICATION FORM**

I, Thomas Brady, Chief Business Operations Officer for the District of Columbia Public Schools, hereby certify that the District of Columbia Public Schools received the following goods and/or services from Verizon, Incorporated ("Verizon"):

- Asynchronous Transfer Mode (ATM) high band-width data services at 134 DCPS schools and/or administrative locations, and
- Special Construction services required to bring ATM into 91 DCPS schools and/or administrative locations.

The above-described goods and services were received by the agency from November 20, 2003 to June 22, 2005.

The total cost of the goods or services is \$7,787,508.36.

### **CIRCUMSTANCES REGARDING THE NEED FOR THIS RATIFICATION ACTION**

I further certify that the circumstances and details described below pertain to the receipt of the goods and services described above without a valid procurement vehicle:

- a) Describe why normal procurement practices were not followed:

DCPS participates in the Federal E-Rate Program administered by the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC). Under that program, the ATM and Special Construction services required by DCPS were eligible for 90% federal funding in Year 6 (FY2003) and 86% federal funding in Year 7 (FY2004). The E-Rate Program utilizes free and reduced lunch counts as an indicator of poverty for the school district. The difference between overall free and reduced lunch count for the district and 100% is considered the 'matching' or non-discounted portion for which the school district is required to pay when funding commitment decision letters are provided.

In order to receive federal funding for E-Rate Year 7 (FY 2004), E-Rate program rules required that DCPS:

- File a standard form (Form 470) with the SLD to begin a twenty-eight (28) day competitive process to select a vendor for the eligible services;
- Enter into a formal contract for the services with the selected vendor after the competitive period ended and not later than February 6, 2003; and,
- After the contract was signed, file a formal request with SLD (Form 471) not later than February 6, 2003, for the amount of funds required.

On October 7, 2002, DCPS advertised its high bandwidth requirements for 28 days on the SLD's website, as required by SLD rules. DCPS's estimate of the value of those services was approximately \$16.4M. In December 2002 and after the close of the SLD's 28 day competitive period, DCPS chose Verizon as its vendor for the services.

On December 23, 2002 and within the SLD's required timeframe, the DCPS Agency Contracting Officer executed a three (3) year contract with Verizon covering both ATM services and associated Special Construction services. The contract provided that:

- Services under the contract would begin in October, 2003, at the start of the new fiscal year;
- DCPS would pay the non-E-Rate share (i.e., 10% or 14%) of contract costs; and,
- If DCPS failed to qualify or secure E-Rate funding, DCPS would be liable for 100% of all costs.

As a multi-year contract exceeding \$1 Million, the contract was required to be approved by both the Board of Education and the Council of the District of Columbia. However, since SLD rules required that a contract be in place before February 6, 2003 (the date when DCPS's Form 471 requesting Federal E-Rate funds was due to be filed), it appears that the contract was executed without those prior approvals for reasons of expediency and to secure the SLD funding.

Both the Agency Contracting Officer that executed the contract and his supervisor, the DCPS Chief Operating Officer (COO), are no longer with DCPS and the COO's files are not available to DCPS. Therefore, there are no records to confirm that expediency was the reason for failure to submit the contract for advance approval. In addition, there are no records to show, or current employees to explain, why the contract was not submitted for required approvals even after February 6, 2003.

Services under the contract began on November 20, 2003 and DCPS began paying, on a monthly basis, its 10% non-E-Rate share of the costs.

In January, 2004, the DCPS COO was dismissed. In February, 2004, the Agency Contracting Officer who had executed the contract was also dismissed. After their dismissals, DCPS began a review of all of its contracts exceeding \$1 Million and discovered that the Verizon contract had not been approved by the Board or the Council. As a result, the contract was terminated by DCPS on February 10, 2004 for the convenience of the government. Services under the contract continued, however, both because the services were critical and because the parties believed a new contract could be negotiated.

After February 10, 2004, and while services were continuing, the efforts the parties undertook to reach a new contract were as follows:

- On February 20, 2004, DCPS issued a Notice to Proceed ("Notice") to Verizon in anticipation that Verizon would submit a new proposed contract by February 27, 2004. Verizon did not accept that Notice.
- On February 25, 2004, Verizon proposed an alternative Notice. DCPS did not accept that Notice.
- On March 9, 2004, DCPS responded to Verizon's alternative with a revised Notice, requesting that Verizon submit a proposed new contract by March 15, 2004. Verizon did not accept that Notice.
- On March 17, 2004, Verizon did submit a new contract proposal, but it was not accepted by DCPS.
- On March 17, 2004, Verizon indicated that their legal department was still reviewing the document.
- On March 19, 2004, DCPS notified Verizon that it still had not received the signed Notice to Proceed.
- On March 19, 2004, Verizon notified DCPS that it was prepared to sign the Notice to Proceed with certain changes.
- On March 25, 2004, Verizon submitted the revised the contract proposal but the revised proposal was not accepted by DCPS.
- On May 11, 2004, DCPS prepared a Letter Contract which was not accepted by Verizon.
- On May 17, 2004, DCPS convened a meeting with Verizon to discuss the contract.

- On May 18, 2004, Verizon transmitted a second revised Letter Contract.
- On May 21, 2004 and again on May 24, 2004, DCPS revised the Letter Contract, but neither version was accepted by Verizon.
- On May 26, 2004, Verizon notified DCPS that the Letter Contract had been referred to its legal counsel.
- On May 27, 2004, Verizon notified DCPS that the all the issues relative to ATM would be escalated to their executives.
- On June 9, 2004, a conference call was held between DCPS and Verizon.
- On June 28, 2004, DCPS's Office of Contracts and Acquisitions prepared a document listing possible short and long term solutions to the ATM contract problem, including the possible solution of purchasing the services under existing tariffs. The parties then began to discuss this as a viable contracting option.

On July 1, 2004, the E-Rate Year for which funding had been requested began. However, DCPS's request had not yet been approved by USAC. Nonetheless, Verizon continued to provide services and, on July, 2, 2004, Verizon advised DCPS of the GSA WITS 2001 contract as an option for all the DCPS required services. The parties again undertook efforts to develop an appropriate contracting vehicle, as follows:

- On July 8, 2004 DCPS attempted to coordinate meetings with GSA to discuss the contract issues.
- On July 20, 2004, DCPS, GSA and Verizon met to discuss contract issues and the viability of establishing a Memorandum of Understanding ("MOU") between DCPS and GSA to allow DCPS to use GSA's WITS 2001 contract vehicle for all the services required by DCPS.
- On July 23, 2004, Verizon submitted ATM and Site Watch Proposals and Statements of Work to GSA and DCPS to be included in the MOU.
- On August 19, 2004, GSA accepted the Terms and Conditions of the GSA/DCPS MOU.
- In August, 2004, USAC suspended funding to all schools, including DCPS, due to questions raised by Congress and General Accounting Office. Notwithstanding these circumstances, Verizon continued to provide services and DCPS continued to pay its 10% non-E-Rate share of the contract's monthly costs.
- In November, 2004, USAC resumed E-Rate funding, but DCPS's request was not among those that received early approval.
- On November 12, 2004, Verizon notified DCPS that it would terminate services within 45 days unless satisfactory payment arrangements could be made. It was Verizon's position that, since E-Rate funding had not been obtained, DCPS was liable for 100% of the costs of the services, instead of the 10% DCPS had been paying monthly. DCPS and Verizon then began a review of the contract's history and commenced discussions on the correct procedure to have services continue.
- On November 22, 2004, the SLD denied DCPS's funding request for ATM and associated Special Construction services<sup>1</sup>. The parties nonetheless continued their discussions and Verizon continued to provide services.
- On January 12, 2005, the GSA MOU was sent to the Council, accompanied by a funding certification in the amount of \$2.7M in DCPS funds. The MOU specifically authorized DCPS to purchase cabling and wiring services under the WITS 2001 contract vehicle, and generally authorized DCPS to procure other telecommunications services that may be available under the WITS vehicle.

---

<sup>1</sup> An appeal of that denial was timely filed on January 17, 2005 and DCPS is presently awaiting the SLD's decision.



- On February 2, 2005, the Council approved the MOU and authorized DCPS to spend the \$2.7M in identified funds on cabling, wiring and other telecommunications services.
- In March 2005, the School Board was briefed by DCPS's Chief Business Operations Officer on the circumstances surrounding the ATM and Special Construction services, and on the Superintendent's intent to seek ratification from the Council and to purchase all future services pursuant to the GSA MOU.
- In March 2005, DCPS's ratification request was forwarded to the OCP Ratification Review Committee. The request was tentatively approved, but the Committee requested DCPS to clarify the chronology of events surrounding the parties' attempts to enter into new contracting arrangements after the original contract was cancelled.

While those revisions to the ratification package were being prepared, GSA requested that the original MOU be re-worded. It was GSA's desire that the MOU be structured so as to avoid a series of future amendments each time DCPS ordered an authorized service under the WITS 2001 vehicle. After GSA forwarded its draft revised MOU to DCPS, DCPS and Verizon carefully reviewed the document to make sure it met the needs of all parties.

The revised MOU is attached. The changes to the original version are clarifying amendments only; the substance and purpose of the MOU has not changed. Further, no additional dollars have been added to the MOU in excess of the \$2.7M originally approved by the Council.

- b) Describe the specific District government requirement or need that caused the transaction to be made:

DCPS required the services in order to fully migrate away from antiquated communications services and implement its Wide Area Network ("WAN").

The WAN was and is critical to DCPS's mission of educating its students and protecting their health, safety and welfare, as well as monitoring compliance with legal requirements imposed by both statute and court orders as relates to the provision of special education and related services to children with disabilities. DCPS and the District of Columbia are defendants in several class action lawsuits involving special education, and are required to provide compliance data to the plaintiffs and the court on a regular basis. Without the WAN services provided by Verizon, the collection and reporting of this data would be impossible.

Through the WAN, DCPS gained the following services and capabilities:

- Security cameras, such as those installed at Cardozo High School which identified the alleged students responsible for mercury spills;
- Information regarding the free and/or reduced price lunch program;
- After-School program data;
- On-line instruction;
- Remote student assessments;
- The Special Education tracking system;
- Transportation system tracking and data for handicapped and Special Education students;
- Student attendance and truancy data;
- Access for all DCPS locations to Central Headquarters' databases;
- Internet access; and,
- E-mail services.

The Special Education programs requiring the services were those located at Mamie D. Lee; Prospect-Goding; Sharpe Health School; Douglas; Jackie Robinson Center; Paul Robeson; Rose School; Taft School; and, the Goding Administration Building, as well as access to the Special Education tracking system database for all schools with special education students.

- c) Please describe the benefit that was received by the District government as a result of the transaction.

DCPS is able to fully implement its Wide Area Network to 134 sites and, through Special Construction Services, will have associated conduit and piping installed at 91 sites.

- d) Has the employee responsible for this ratification request received written notification of the disciplinary action taken against them? ☐ YES ☒ NO

If "yes", please describe the disciplinary action taken against the employee (without including their name, title, grade or address). If "no", why?

The DCPS employee (and his supervisor) who were responsible for executing the contract without appropriate approval have been separated from employment with DCPS. The individuals responsible for authorizing ongoing provision of services by Verizon have not been disciplined because their actions were necessary to ensure that DCPS was able to continue its mission of providing critical educational services. If DCPS had allowed these services to lapse, students would have lost access to core curriculum elements and schools would have lost connectivity to the central administrative offices. DCPS simply could not allow the termination of its data services.

- e) Please provide any other pertinent facts or information.

From the time the contract began in November, 2003, DCPS has paid Verizon the following sums:

- \$933,281.48 as its 10% non E-Rate share for ATM services from November 2003 through September 30, 2004.
- \$362,197.74 as its 10% non E-Rate share for Special Construction services from November 2003 through September 30, 2004.
- \$202,662 on January 11, 2005;
- \$297,337 on January 12, 2005;
- \$500,000 on February 7, 2005; and,
- \$500,000.00 on March 1, 2005.

The total of these payments is \$2,795,479.22. The sum of \$7,787,508.36 is still owed.

From the date of this ratification through September 30, 2005, the services will be provided under a Memorandum of Understanding ("MOU") between DCPS and the federal General Services Administration. That MOU was approved by the School Board on October 20, 2005 and by the City Council on February 2, 2005. The funds available and approved by the Council, for purchases under that MOU total \$2.7 Million.

For services after July 1, 2005 (when a new E-Rate Year begins), through June 30, 2006, the MOU will also be used. However, because the value of those services will exceed \$1 Million, DCPS intends to prepare an amendment to the MOU for Board of Education and Council approval.

- f) Do you have any shipping records, invoices, orders, requests for payment or other documentary evidence of the transaction?

XX YES

☐

NO

Is the documentary evidence attached to this form?

XX YES

☐

NO

**PREPARER CERTIFICATION:**

I, the agency representative with knowledge of the facts and circumstances surrounding the initiation, the facilitation, the authorization or the making of the unauthorized commitment, further certify that the information, circumstances and details described above are complete, accurate and true, and hereby request that the Chief Procurement Officer approve this ratification request for the goods and services received.

Thomas M. Brady  
Print Name of Agency Representative

Thomas M. Brady  
Signature

7/1/05  
Date



## **AGENCY DIRECTOR RATIFICATION REQUEST AND CERTIFICATION FORM**

I, Clifford B. Janey, Ed.D, Superintendent of the District of Columbia Public Schools, hereby certify, based upon the certification of Thomas Brady, Chief Business Operations Officer, that the District of Columbia Public Schools received the following goods and/or services from Verizon Incorporated:

- Asynchronous Transfer Mode (ATM) high band-width data services at 134 DCPS schools and/or administrative locations, and
- Special Construction services required to bring ATM into 91 DCPS schools and/or administrative locations.

The above-described goods and services were received by the agency from November 20, 2003 through June 22, 2005.

I further certify, based upon the certification of Thomas Brady, that the amount requested to pay the vendor, \$7,787,508.36 is fair, reasonable and consistent with the agreement to provide the goods or services for which payment is claimed and agreed upon

The following details pertain to the requisition of the goods and services without a valid procurement vehicle:

- a) The reason(s) why the goods and services were requested or authorized:

DCPS required the services in order to fully migrate away from antiquated communications services and implement its Wide Area Network ("WAN").

The WAN was and is critical to DCPS's mission of educating its students and protecting their health, safety and welfare. Through the WAN, DCPS gained the following services and capabilities:

- a. Security cameras, such as those installed at Cardozo High School which identified the alleged students responsible for mercury spills;
- b. Information regarding the free and/or reduced price lunch program;
- c. After-School program data;
- d. On-line instruction;
- e. Remote student assessments;
- f. The Special Education tracking system;
- g. Transportation system tracking and data for handicapped and Special Education students;
- h. Student attendance and truancy data;
- i. Access for all DCPS locations to Central Headquarters' databases;
- j. Internet access; and,
- k. E-mail services.

The Special Education programs requiring the services were those located at Mamie D. Lee; Prospect-Goding; Sharpe Health School; Douglas; Jackie Robinson Center; Paul Robeson; Rose School; Taft School; and, the Goding Administration Building, as well as access to the Special Education tracking system database for all schools with special education students.

- b) The reason(s) why the procurement action was/were not authorized?

DCPS participates in the Federal E-Rate Program administered by the Schools and Libraries Division (SLD) of the Universal Service Administration Company (USAC). Under that program, the ATM and Special Construction services required by DCPS were eligible for

90% federal funding. In order to receive federal funding, E-Rate program rules required that DCPS: (a) file a standard form (Form 470) with the SLD to begin a twenty-eight (28) day competitive process to select a vendor for the eligible services; (b) enter into a formal contract for the services with the selected vendor after the competitive period ended; and, (c) after the contract was signed, file a formal request with SLD (Form 471) for the amount of funds required.

In October 2002, DCPS advertised its high bandwidth requirements for 28 days on the SLD's website, as required by SLD rules. DCPS's estimate of the value of those services was approximately \$16.4M. In December 2002, DCPS chose Verizon as its vendor for the services. On December 23, 2002, the DCPS Agency Contracting Officer executed a three (3) year contract with Verizon covering both ATM services and associated Special Construction services. It appears that the execution of the contract was done for expediency, since a contract was required in order to request and receive funds from the Federal E-rate program. Since DCPS's request for federal funding (i.e., its Form 471) was due to be filed with the SLD by February 6, 2003, it appears that there was not adequate time to request the appropriate approvals.

Both the Agency Contracting Officer and his supervisor, the DCPS Chief Operating Officer, have been dismissed and the COO's files are not available to DCPS. Therefore, there are no records to confirm that expediency was the reason for failure to submit the contract for advance approval. In addition, there are no records to show, or current employees to explain, why the contract was not submitted for required approvals even after February 6, 2003.

- c) Steps taken to prevent unauthorized commitments in the future:

From the date of this ratification through September 30, 2005, the services will be provided under a Memorandum of Understanding ("MOU") between DCPS and the federal General Services Administration. That MOU was approved by the School Board on October 20, 2004 and by the City Council on February 2, 2005. The funds available, and approved by the Council, for purchases under that MOU total \$2.7 Million. As discussed in the Agency Representative's Certification (Form A), clarifying changes have been made to the original MOU; the funds available and approved by the Council for the MOU remain the same.

For services after July 1, 2005 (when a new E-Rate Year begins), through June 30, 2006, the MOU will also be used. DCPS anticipates that the \$2.7M in approved funding will cover the cost of necessary services through September 30, 2005. For services after September 30, 2005, DCPS intends to seek Board of Education and Council approval for any expenditure of additional funds in excess of \$1M.

- d) Describe the disciplinary action taken against the employee responsible for this ratification request. (Do not include the employee's name, title, grade or address).

The DCPS employee (and his supervisor) who were responsible for executing the contract without appropriate approval have been separated from employment with DCPS. The individuals responsible for authorizing ongoing provision of services by Verizon have not been disciplined because their actions were necessary to ensure that DCPS was able to continue its mission of providing critical educational services. If DCPS had allowed these services to lapse, students would have lost access to core curriculum elements and schools would have lost connectivity to the central administrative offices. DCPS simply could not allow the termination of its data services.

- e) Has the employee responsible for this ratification request received written notification of the disciplinary action taken against them? ☐ YES ☒ NO
- f) Provide the number of unauthorized commitments not exceeding \$100,000 submitted by

your agency on the vendor's behalf since April 1, 2003. 2

- g) Provide the number of unauthorized commitments exceeding \$100,000 submitted by your agency on the vendor's behalf since April 4, 2003. 0

#### AGENCY DIRECTOR CERTIFICATION

I further certify that my agency has budget authority to pay the above-stated amount. Upon being notified by the Chief Procurement Officer that the unauthorized commitment has been ratified, my agency will promptly prepare and forward the appropriate payment document(s) to the agency Chief Financial Officer.

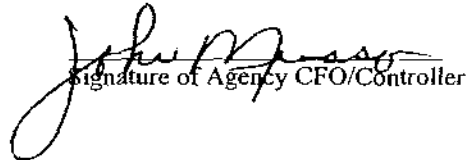
Date June 29, 05

  
Signature of Agency Director

#### CERTIFICATION OF AGENCY CHIEF FINANCIAL OFFICER/CONTROLLER:

I ( ☒ ) agree ( ☐ ) disagree that the agency has sufficient budget authority to pay the stated amount upon approval of the ratification request by the Chief Procurement Officer.

Date 6/29/05

  
Signature of Agency CFO/Controller



District of Columbia Public Schools

**FUNDING CERTIFICATION  
RATIFICATIONS**

Ratification No.: GA-05-090

Date: 6/29/05

- A. **AGENCY:** District of Columbia Public Schools
- B. **OFFICE/SCHOOL:** Office of Information Technology
- C. **CONTACT PERSON:** Charles Thompson **PHONE:** 442-5340
- D. **TYPE OF SERVICES RENDERED:** ATM Cell Relay and Special Construction
- E. **RATIFICATION ACCRUAL REFERENCE NO.:**
- F. **TOTAL COST OF SERVICES RENDERED:** \$1,797,848.00.
- G. **VENDOR NAME:** Verizon
- H. **DATES SERVICES RENDERED:** 11/22/03-6/22/05
- I. **ACCOUNTING INFORMATION:**

FY 2005:

SF	AGY	YR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AMOUNT/PCT
	GA0	98	F210C	95103	0041	0409		BF210C/03	\$1,280,608.26
	GA0	05	45241	05WBA	0031	0308	000WBA/05		\$517,239.74
	GA0								

Total \$ \$1,797,848.00

J. **REQUISITION NO.(s):** **AMOUNT:**

K. **PROGRAM AUTHORIZATION:**

Program Budget Officer (Signature), if applicable

Date

Program Director (Signature)

Date

L. **FUNDING CERTIFICATION:**

Budget Analyst (Signature)

Date

Budget Director (Signature)

Date

Chief Financial Officer (Signature)

Date

\* A posted requisition number is required.

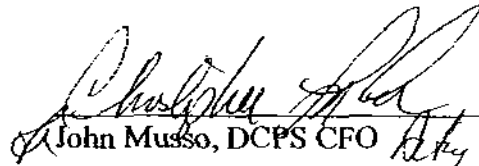


# ORIGINAL

Whereas DCPS proposes to ratify a contract with Verizon Washington DC, and the amount of the contract ratification is \$5,989,660.57

I certify that DCPS has budget authority in the amount of \$2,595,412.02 to pay in part, the stated amount upon approval of the ratification request by the Chief Procurement Officer. The District of Columbia Public Schools has budget authority over the remaining amount that will be used to fund the stated ratification.

3-6-05  
Date

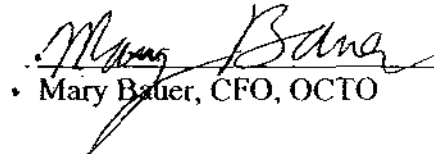
  
John Musso, DCPS CFO *Acting Deputy CFO, DCPS*

We certify that OCTO has partial budget authority in the amount of \$3,394,248.55 to pay in part, the stated amount upon approval of the ratification request by the Chief Procurement Officer. This amount, together with the amount certified by DCPS CFO, is intended to fund the above ratification request, subject to the terms of a Memorandum of Understanding for Intra-District Funding between OCTO and DCPS.

3-8-05  
Date

  
Suzanne Peck, CTO

3-8-05  
Date

  
Mary Bauer, CFO, OCTO



**AGENCY CHIEF CONTRACTING OFFICER  
FINDINGS AND DETERMINATION STATEMENT**

I, Glorious Bazemore, Agency Chief Contracting Officer for the District of Columbia Public Schools, hereby certify, based upon the information provided by Thomas Brady, Chief Business Operations Officer, pertaining to the following goods or services:

- Asynchronous Transfer Mode (ATM) high band-width data services at 134 DCPS schools and/or administrative locations, and
- Special Construction services required to bring ATM into 91 DCPS schools and/or administrative locations

received by the agency from November 20, 2003 to June 22, 2005, and have determined that:

- a) The unauthorized commitment (X) could ( ) could not have resulted in a properly executed contract.
- b) Appropriated funds ( X ) are ( ) are not available as certified by the Agency Chief Financial Officer.
- c) The price to be paid for the goods ( X ) is ( ) is not fair and reasonable. The basis for this determination is as follows:

Per discussions with the Office of Information Technology, without the presence of a valid contract vehicle, the Public Service Commission approved rates, i.e. tariff rates are deemed acceptable and reasonable rates, as they are available to any and all customers of the required goods and services and they were negotiated by the Public Service Commission.

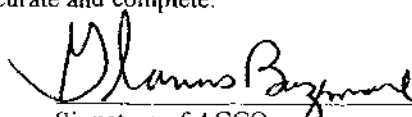
- d) There ( ) is ( X ) is no other relevant information that should be taken into consideration in determining appropriate action on the ratification request.

**CERTIFICATION OF AGENCY CHIEF CONTRACTING OFFICER:**

I hereby certify that the information provided above is accurate and complete.

Date

6/29/05

  
Signature of ACCO



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

***Office of the Superintendent***

825 North Capitol Street, N.E., 9<sup>th</sup> Floor  
Washington, D.C. 20002-4232  
202-442-5885 Fax: 202-442-5026  
[www.k12.dc.us](http://www.k12.dc.us)

**MEMORANDUM**

**TO:** All DCPS Staff

**FROM:** Clifford B. Janey, Superintendent

**SUBJECT:** **Prohibition Against Purchases of Goods or Services Without a Valid Written Contract**

**DATE:** **June 27, 2005**

Pursuant to the District of Columbia Procurement Practices Act of 1985 (PPA), as amended by the *Procurement Reform Amendment Act of 1996* (D.C. Law 11-259), the *Procurement Practices Vendor Payment Authorization Amendment Act of 2002* (D.C. Law 14-281), and Title 5 of the D.C. Municipal Regulations, I have delegated my procurement authority to DCPS's Agency Chief Contracting Officer (ACCO). She is the exclusive contracting authority for all DCPS procurements. As such, the ACCO is authorized to delegate contracting authority to either a contracting officer or contract specialist.

The PPA also imposes limitations on the way in which goods and services may be procured on behalf of the District. For example, the PPA generally provides that:

- No District employee shall authorize payment for the value of goods or services received without a valid written contract. (This prohibition does not apply to a payment required by court order, a final decision of the Contract Appeals Board, or approval by the District's Chief Procurement Officer)
- No District employee shall enter into an oral agreement with a vendor to provide goods or services to the District government without a valid, written contract. Any violation of this prohibition shall be cause for the employee's termination.
- Any vendor who enters into an oral agreement with a District employee to provide goods or services to the District government without a valid written contract shall not be paid. If the oral agreement was entered into by a District employee at the direction of a supervisor, the supervisor shall be terminated.
- The CPO may authorize payment for goods or services received without a valid written contract if: (i) the payment request does not exceed \$100,000; and (ii) no more than two (2) such requests have been submitted on a vendor's behalf to the CPO.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. GENERAL SERVICES ADMINISTRATION  
AND THE  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**I. Purpose**

This Memorandum of Understanding (MOU), an interagency agreement between the United States General Services Administration, Federal Technology Service (FTS) and the District of Columbia Public Schools (DCPS), to provide WITS2001 telecommunications services in the National Capital Region (NCR) supercedes the original MOU between FTS DCPS and the Bi-Lateral Modification No. 1 in their entirety.

- The original MOU dates were Oct 5, 04 (FTS) and Feb 4, 05 (DCPS). The Bi-Lateral Modification No. 1 dates were Oct 25, 04 (FTS) and Feb 4, 05 (DCPS).

**II. Background**

Verizon has provided previous wiring and cabling services to the DCPS under a GWAC contract and is currently providing some managed services to DCPS via the Site Watch Contract. The DCPS plans to meet its requirements for wiring, cabling, installation, CISCO electronics, Asynchronous Transfer Mode (ATM) Cell Relay Services, Frame Relay Services, Point to Point Services, and managed network service for a maximum of one hundred forty-seven (147) schools, as well as Internet access to DCPS administrative headquarters, through GSA's WITS2001 Contract GS11KOBJD0005.

For the DCPS purposes only, DCPS Contract Number GAGA-2004-M-0350 is provided as a reference.

**III. Scope**

This MOU defines the agreement between GSA and the DCPS by which DCPS will transition a maximum of one hundred forty seven (147) schools and headquarters Internet access to the WITS2001 Contract. This agreement is effective upon execution by authorized representatives from DCPS and GSA and will apply to WITS2001 services not to exceed renewal of remaining option years of the WITS2001 Contract. The WITS2001 Contract was entered into in 2000 between GSA and Verizon Federal Inc. and is a 4-year base contract with 4, 1-year options with a maximum dollar value at \$1.4 billion. The WITS2001 Contract covers the broadest range of telecommunications products and services ever combined in a single GSA contract vehicle. Highlights of the WITS2001 Contract include:

- Telecommunications coverage for the Federal Government and potentially other entities (including DC Government agencies) in the Washington metropolitan area;
- Free local calls made to other WITS2001 customers on net calls;
- One-stop shopping voice for voice, data, and video teleconference services;
- Guaranteed availability of the latest commercial telecommunications services;
- The opportunity to outsource all or part of the Federal Government's and potentially other entities' (including DC Government agencies'); telecommunications needs;
- Ability to interface with FTS2001; and
- Industry standard performance levels.

#### **IV. Service Agreement**

The DCPS customers shall have full access to all WITS2001 products and services, including use of web-based service ordering, flexible billing options, and direct access to the WITS2001 Vendor. The services offered by Verizon shall be governed solely by the WITS 2001 terms and conditions. Services from WITS2001 are subject to the following parameters:

- a. DCPS shall transfer a maximum of one hundred forty seven (147) schools and its central headquarters Internet access to WITS2001 in accordance with the final approved transition plan. The transfer shall be accomplished as addressed under Section VIII, entitled Service Transfer and Implementation. The DCPS may add additional users to WITS2001 at its discretion consistent with the WITS 2001 contract and this MOU.
- b. WITS 2001 Contract Line Item Numbers (CLINs) are available or shall be established to support wiring, cabling, installation, CISCO electronics, Asynchronous Transfer Mode (ATM) Cell Relay Services, Frame Relay Services, Point to Point Services, managed services, and Internet access to DCPS administrative headquarters in accordance with the WITS2001 contract.
- c. The DCPS customers transferred to WITS2001 shall be billed for services using direct billing from the WITS2001 Vendor via Bill@once (B@o). Specific customer billing requirements shall be identified during the transition phase to WITS2001 and if in accordance with WITS2001 billing provisions, shall be implemented. Subsequent changes shall be at the customer's request if the new billing requirements are in accordance with the WITS 2001 billing provisions.
- d. GSA shall refer all DCPS customers to the DCPS Point of Contact, the DCPS Executive Director for Instructional Technology.
- e. The DCPS reserves the right to terminate any or all services in accordance with the WITS 2001 terms and conditions.

#### **V. Pricing Agreement**

WITS 2001 prices shall apply to all wiring, cabling, installation, CISCO electronics, Asynchronous Transfer Mode (ATM) Cell Relay Services, Frame Relay Services, Point to Point Services, managed services, and Internet access to DCPS administrative headquarters provisioned under the WITS2001 contract as follows:

- a. The DCPS shall be charged on a school-by-school basis with fixed pricing per school for each wiring and installation in accordance with the WITS2001 pricing.
- a. The DCPS shall be charged a fixed price for any CISCO electronics in accordance with the WITS2001 pricing.
- c. The DCPS shall be charged a fixed price for managed services in accordance with the WITS2001 pricing.
- c. The DCPS shall be charged a school-by-school basis with fixed pricing per school for each DS-3 or OC-12 service as an aggregate monthly recurring charge for each circuit in accordance with the WITS 2001 pricing.
- e. The DCPS shall be charged a fixed monthly price for Point to Point and Frame Relay Services in accordance with the WITS 2001 pricing
- f. The DCPS shall be charged a fixed monthly price for Internet access service to its central headquarters in accordance with the WITS 2001 pricing.
- g. This agreement doesn't cover voice mail service.
- h. Any DCPS unique service order and/or billing requirement not available on the existing WITS2001 contract, but within the scope of the contract, shall be negotiated with Verizon as Other Direct Costs (ODCs).
- i. If any of the line rates for any WITS customers similarly situated to DCPS go below any of the line rates DCPS pays, the lower rate shall be charged to the DCPS effective to the date of the new WITS 2001 price.

## **VI. Funding**

Funds are not obligated by this MOU. Funds shall be obligated and available prior to placing an order for the desired WITS2001 products and/or services.

## **VII. Service Transfer and Implementation**

- a. **Coordination Phase** – A coordination period shall begin upon signature of this MOU to develop plans for transitioning Asynchronous Transfer Mode (ATM) Cell Relay Services to WITS2001. During this coordination phase of 10 to 14 business days, GSA and DCPS agree to accomplish the following tasks:

- Jointly review and approve a plan in concert with Verizon to transition to WITS2001.
- Ascertain current and future DCPS needs including specialized service arrangements and access to customer-specific networks and services.
- Develop a plan for interaction between the GSA and DCPS Program Office to address the current and future needs of DCPS customers that can be fulfilled by the WITS2001 Contract.
- Develop a plan for Service@once and B@o conversions and training.

b. **Transition Phase** – The targeted transition period of sixty (60) business days for execution and final implementation shall be identified with the final approved WITS2001 Transition Plan. During the transition phase, the plans developed during the coordination phase shall be implemented resulting in an orderly transition of the DCPS customer base to the WITS2001 contract.

c. **Service Transition** – Transition of ATM Cell Relay Services is targeted for completion via mutually agreed upon dates by the DCPS and Verizon. At that time, the DCPS shall be serving their DCPS component customers through the WITS2001 contract.

#### **VIII. Responsibilities**

##### **a. The GSA shall:**

1. Be responsible for the overall management and administration of the WITS Program.
2. Resolve any billing disputes under the GSA Centralized billing program should DCPS choose to use GSA's billing services. At this time however, the DCPS chooses to be billed directly and any billing disputes will be resolved with Verizon consistent with the WITS 2001 terms and conditions.
3. Work with the DCPS to develop and implement the transition plan to migrate DCPS customers to the WITS2001 contract.
4. Provide a Customer Account Manager to interface with the DCPS in all matters related to service delivery.
5. Review and approve a Transition Plan, in coordination with the DCPS, to transition services to WITS2001 with minimal impact on DCPS customers.
6. If desired by the DCPS Point of Contact, meet with DCPS customers to explain WITS2001 services and ascertain current and future needs.
7. Copy and/or furnish the DCPS on all DCPS relative correspondence and provide meeting invitation to any DCPS related meetings.
8. Ensure the Designated Agency Representative (DAR) Form and DAR Appointment Form are available for use as needed by the DCPS and upon receipt, process accordingly.

##### **b. The DCPS shall:**

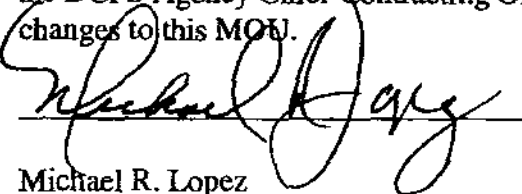


1. The DCPS is one hundred percent (100%) responsible for payment of all WITS2001 services and products ordered in accordance with the WITS2001 contract, regardless of whether the DCPS has currently or in the future receives a funding commitment from the Schools and Libraries Division of the Federal Communications Commission for any such services.
2. Coordinate with DCPS customers to place orders for services and products directly with Verizon.
3. Advise GSA of problems with Verizon that may affect the quality, delivery or costs of services or products.
4. Review and approve a Transition Plan, in coordination with GSA, to transition to WITS2001 with minimal impact on DCPS customers.
5. Be responsible to ascertain DCPS customer requirements to meet current and future needs.
6. Serve as the single Point of Contact for WITS2001 services provided to the DCPS Components in the District of Columbia.
7. Ensure that all services and products ordered as ODCs are within the scope of the WITS2001 contract.
8. Nominate, remove and/or replace DARs using the DAR Form and ensure that all DAR nominations complete/sign and date DAR Appointment Forms and return these completed forms to GSA for processing.

#### **IX. Administration**

a. This MOU shall be reviewed, as mutually agreed by both parties, on an as-needed basis.

b. The Director, Customer Relations Management Center (CRMC), FTS, NCR, GSA, and the DCPS Agency Chief Contracting Officer are authorized to make mutually agreed changes to this MOU.

  
Michael R. Lopez  
Director  
Customer Relations Management Center  
Federal Technology Service  
General Services Administration

Date

  
Glorious Bazemore  
Agency Chief Contracting Officer  
District of Columbia Public Schools

Date

Customer Name	District of Columbia Public Schools	Main Billing Tel. No:	TBD
and address:	825 North Capital St., N.E. Washington, D.C. 20002	ICB Case No.	2002-212326 & 2002-206181

**Services.** The District of Columbia Public Schools (hereinafter "Customer") hereby requests and agrees to purchase from Verizon Washington, D.C. Inc. (hereinafter "Verizon") ATM Cell Relay Services identified in Exhibit A, attached to this Agreement, and as further described in Verizon's applicable tariffs, (the "Services"). Customer and Verizon are sometimes referred to collectively as the "parties" or individually as "a party". The Exhibit(s) to this Agreement and Verizon's applicable filed and effective tariffs, as amended from time-to-time, are hereby incorporated into and made a part of this Agreement. To the extent that rates, terms and conditions of Services are specifically set forth in this Agreement, such rates, terms and conditions shall take precedence over rates, terms and conditions contained in applicable tariffs. The Services will be provided under the terms of this Agreement to the Customer locations specified in the attached Exhibit(s).

**Charges.** Customer will pay the rates and charges set forth in the attached Exhibit(s), including Federal End User Common Line Charges, charged pursuant to applicable law, regulations, or tariffs in connection with the Services. The Customer shall not pay any taxes, fees, surcharges or other charges if the District is exempt under applicable law of the District of Columbia or federal law. If Customer cancels or terminates this Agreement or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon termination charges as set forth in this Agreement, subject to the exclusions set forth in Exhibit A, subparagraph 9e and paragraph 10. Any tariffed back billing limitations otherwise applicable to the Services shall not apply under this Agreement.

**Notices.** Notices under this Agreement shall be sent by first-class, certified U.S. mail, postage prepaid, to Customer at the address specified above, Attention: Charles Thompson, CTO Project Administrator-Room 8069 and Debor Dosunmu, Director, Office of Contracts and Acquisitions, 825 North Capital Street, Suite 7066, Washington, D.C. 20002, and to Verizon at Verizon National Contracts Repository, MC:HQW02L25, 700 Hidden Ridge, Irving, TX, 75038, with a copy to Handel Smith, Senior Corporate Account Manager- Verizon Washington D.C., 1710 H. St-6th Floor, Washington, D.C. 20001. Notices shall be deemed effective five business days after such mailing. Verizon is hereby forewarned that absent requisite authority of the Contracting Officer to make any changes, Verizon may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, and may be required, at no additional cost to Customer, to take corrective action necessitated by reason of the unauthorized changes.

**Limitation of Liability.** VERIZON WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED UPON BREACH OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF VERIZON HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. VERIZON'S LIABILITY TO CUSTOMER FOR ANY OTHER DAMAGES DUE TO FAILURES IN THE SERVICES ARISING FROM ITS NEGLIGENCE OR BREACH OF THIS AGREEMENT SHALL BE LIMITED TO AMOUNTS PERMITTED UNDER P.S.C.-D.C.-NO. 201, "GENERAL REGULATIONS TARIFF", SECTIONS 1.E.1 AND 1.E.4, AND P.S.C.-D.C. NO. 207, "ADVANCED DATA SERVICES TARIFF", SECTION 2.A.4. TARIFF TITLES, CITATIONS AND/OR CONTENTS ARE SUBJECT TO CHANGE DURING THE SERVICE PERIOD.

**Warranty.** VERIZON WARRANTS THAT SERVICES WILL FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH OFFICIAL SERVICE DESCRIPTIONS. IF SERVICES DO NOT FUNCTION SUBSTANTIALLY IN ACCORDANCE WITH SUCH SERVICE DESCRIPTIONS THROUGH NO FAULT OF CUSTOMER OR ITS AGENTS, VERIZON, AT ITS EXPENSE, WILL REPAIR THE SERVICES, AND IF THE DEFICIENCY LASTS FOR MORE THAN TWENTY-FOUR (24) HOURS, VERIZON WILL CREDIT THE PERIOD FROM CUSTOMER'S NOTIFICATION OF DEFICIENCY UNTIL IT IS REPAIRED. THIS LIMITED

WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Miscellaneous.** (a) Neither party will disclose the terms of this Agreement to any other person without the prior written consent of the other party, except as may be necessary to comply with applicable District of Columbia or applicable federal law, regulation, or filing requirements. Each party will advise the other of requests or demands for disclosure under law or regulation that it receives in advance of disclosure so that the other party may seek reasonable protective arrangements. The party receiving the requests or demands shall cooperate in the other party's efforts to seek reasonable protective arrangements. Notwithstanding the foregoing, either party may disclose this Agreement to its Affiliates or to persons with whom a party has an agreement or prospective agreement of merger, sale or other transfer of assets or business opportunities, provided that such Affiliates or persons comply with the terms of this Section. For purposes of this Agreement, "Affiliates" shall mean any person that is owned by, owns, or is owned in common with another party.

(b) In the event of a claim or dispute, the law and regulations of the District of Columbia that is the subject of such claim or dispute shall apply. This Agreement and its provisions shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

(c) No liability shall result from Service failures caused by fires, floods, severe weather, acts of government or third parties, strikes, labor disputes, inability to obtain necessary equipment or services, or other causes beyond such party's reasonable control.

(d) If any provision of this Agreement or the provision of any Service under the terms hereof is illegal, invalid, or otherwise prohibited under applicable law of the District of Columbia or applicable federal law, or does not receive any governmental or regulatory approval required by law in the District of Columbia or applicable federal law, then this Agreement shall be construed as if not containing such provision or requiring the provision of such invalid, illegal, prohibited, or unapproved Service in such State or jurisdiction.

(e) Verizon may assign or transfer part or all of this Agreement to any affiliate or successor to substantially all of its assets, where such affiliate or successor is authorized or qualified to perform all services in the same manner and quality hereunder, in the locations where Service is provided hereunder. Upon reasonable prior written notice to Verizon, Customer may assign or transfer this Agreement to any company that is the successor to substantially all of its assets, provided that all charges for Services provided prior to such transfer or assignment are paid in full when due. Except as otherwise required by applicable law or regulation, all other attempted assignments shall be void without the prior written consent of the other party.

(f) Customer's obligations under this Agreement with respect to payment of charges due shall survive termination or expiration of this Agreement, subject to subparagraph 9e, "Appropriations", set forth in Exhibit A of this Agreement. Notwithstanding Verizon's rights under applicable law or regulation, Verizon recognizes that Customer is not legally authorized to pay any backbill after the Fiscal Year is closed as there are no appropriated funds to pay such bill(s).

(g) A failure by either party to exercise its rights under this Agreement is not a waiver of such rights.

(h) From time-to-time during the term of this Agreement, Verizon may schedule maintenance, which may temporarily render the services unavailable for use. Verizon shall have no liability as a result of the unavailability of services due to performance of scheduled maintenance.

(i) Except as otherwise required by applicable law or regulation, the Services provided hereunder may not be resold by Customer.

#### **Compliance with Applicable Tariffs**

a. Except as specifically provided in this Agreement, including any amendments thereto, the Services shall be governed by and provided under Verizon's applicable filed and effective tariffs, as such tariffs may be amended from time to time with the approval of the District of Columbia Public Service Commission.

b. Verizon shall provide its Services to Customer in its tariffed exchange service areas pursuant to applicable federal law and District of Columbia law, applicable rules, regulations and orders of the District of Columbia Public Service Commission, the District of Columbia Standard Terms and Conditions, as amended and attached hereto as Exhibit B, this Agreement, including its exhibits and/or amendments, and applicable tariffs. When tariff rates are referenced herein, it shall mean those tariff rates that are then in effect without any discounts, promotional offerings, or other reductions.

c. The rates for the Services at all times must meet the minimum rates required under applicable law of the District of Columbia or applicable federal law, and Verizon may adjust rates for the Services hereunder in

ICB-nongov (042507)

ICB2002-212326(R6)

ICB 2002-206181 (R8)



...to comply with any such minimum rates by providing which rates to Customer within thirty (30) days or less, in the event such rates are deemed to be below such minimum rates required by applicable law or regulation.

d. In the event Verizon detariffs a Service in accordance with applicable law of the District of Columbia, then, except as otherwise agreed upon by the parties in writing, the terms of such tariff in effect immediately preceding such detariffing that have not been superseded by this Agreement shall be deemed to be fully incorporated herein by reference and thereafter shall govern the provision of Services hereunder.

**Regulatory Matters and Order of Precedence.**

a. Regulatory Matters. Verizon shall not be obligated to provide the Services until it receives all necessary regulatory and other governmental approvals. In the event a legislature, regulatory agency, court or other entity (by promulgation of a law, regulation, rule, order or otherwise) materially and adversely changes the rights, obligations or risks of either party hereunder, then either party in its discretion may terminate this Agreement in whole or in part by providing written notice thereof to the other party. Any remaining obligations of the parties shall continue unaffected.

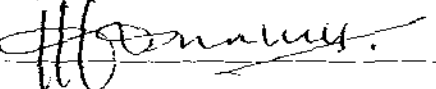
b. Order of Precedence. Conflicts among terms of applicable federal law and District of Columbia law, applicable rules, regulations and orders of the District of Columbia Public Service Commission, the District of Columbia Standard Terms and Conditions, as amended and attached hereto as Exhibit B, this Agreement, including its exhibits and/or amendments, and applicable tariffs will be resolved according to the order of precedence set forth immediately above.

**Tariffs and Entire Agreement.** The terms and conditions that shall apply in connection with these Services, and the rights and liabilities of the parties, shall be as set forth herein and in all applicable tariffs now or hereafter filed with the District of Columbia Public Service Commission and/or the Federal Communications Commission. Applicable federal law and District of Columbia law, applicable rules, regulations and orders of the District of Columbia Public Service Commission, the District of Columbia Standard Terms and Conditions, as amended and attached hereto as Exhibit B, this Agreement, including its exhibits and/or amendments, and applicable tariffs, constitutes the entire understanding between the parties and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any party on the subject matter hereof. This Agreement may not be modified or rescinded except by a writing signed by authorized representatives of each party.

**AGREED AND ACCEPTED:**

**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

By



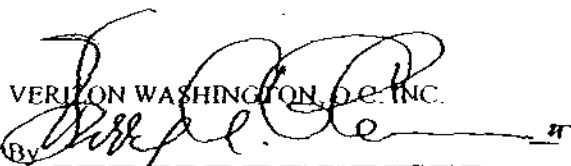
Name/title PEDRO POSUNICH  
Chief Procurement Officer  
Office of Contracts and Acquisitions

Date

12/24/02

VERIZON WASHINGTON, D.C. INC.

By



Name/title Harry A. Coleman II  
Vice President - Sales

Date

12/23/02



Verizon Company Name: Verizon Washington D.C. Inc.

Jurisdiction: Washington, D.C.

Customer Name: District of Columbia Public Schools

ICB Case No.: 2002-212326 & 2002-206181

**CUSTOMER MUST SIGN AND DATE THIS AGREEMENT ON OR BEFORE DECEMBER 31, 2002 OR THE PROPOSED SERVICE ARRANGEMENT, PRICING, TERMS AND CONDITIONS MAY NO LONGER BE AVAILABLE.**

## **I. Services and Service Elements**

a. **Services.** Customer shall purchase and Verizon shall furnish the Services at the rates and in accordance with the terms and conditions set forth below for the Service Period(s) identified in this Exhibit A and the availability of suitable facilities in Verizon tariffed exchange areas. Any other work, services or facilities required will be provided subject to then current filed and effective tariff rates and charges, as amended from time-to-time, or if no tariff is applicable, at Verizon's then-current retail rate.

b. **Service Elements.** The Services will be available to Customer's high schools, middle schools and elementary schools, as set forth in paragraph 12, "Locations", of this Exhibit A. The Services consist of the Service Elements below, defined as User Network Interfaces ("UNIs"). A UNI is a dedicated digital line that provides a connection from Customer's premises to Verizon's hub or serving wire center.

Full DS-1 UNIs
Incremental DS-3 UNIs with an initial 20 Mbps speed
Full DS-3 UNIs
Incremental Unprotected OC-3 UNIs with an initial 50Mbps speed
Full Unprotected OC-3 UNIs
Full Protected OC-12 UNIs **

\*\* Full Protected OC-12 UNIs are available only at Customer's 825 North Capital Street, N.E. location and other school locations where suitable facilities exist and that qualify for aggregation, as set forth in Verizon's/VAD Methods and Procedures ("M&P") specifications. For purposes of this Agreement, an aggregation site is defined as a school location which utilizes OC12 facilities to aggregate transmissions from other school sites utilizing other types of facilities, including DS3 facilities. Verizon and Customer agree that the following schools may potentially serve as aggregation sites, subject to satisfaction of the conditions herein:

Potential Aggregation Schools	
Ballou Senior High School	Roosevelt Senior High School
Cardozo Senior High School	School without Walls
Eastern Senior High School	Wilson Senior High School
Hamilton Swing	Woodson Senior High School
	McKinley Tech

## **2. Upgrades and Moves**

a. The ATM configuration represents the best available use of Customer's resources to meet its needs at this time. Customer reserves the right to move and/or upgrade the Services herein greater functionality, as Customer's needs and resources dictate, subject to rates, terms and conditions mutually agreed upon by the parties. For purposes of this Agreement, a full DS1 UNI provides the least functionality and a full protected OC-12 UNI provides the greatest functionality.

b. **Upgrades.** If a UNI is upgraded in a quarter that is different than the original installation (e.g. a full DS1 UNI installed in Installation Period 1 is upgraded to a full protected OC-12 UNI in Installation Period 3) then such upgrade will be treated as a new installation and will be subject to the rates for the Billing Period(s) in which the installation of the upgrade occurs. Verizon shall not charge an upfront charge for any move upgrade of a UNI. Upgrades will only be allowed during the Installation Period timeframes defined herein.



c. **Moves.** If a UNI is moved but not upgraded to a higher level of service (e.g., a DS1 UNI is moved), then Customer shall pay a move charge as set forth in subparagraph 5b, below, and will continue paying the rates associated with its original Installation Period.

3. **Installation Quarters and Billing Period(s)**

a. **Installation Quarters.** Customer may install the Services during any of the following Installation Quarters set forth below. Each block of Services installed in any given Installation Quarter will have its own 36 month Service Period, with such Service Period commencing on the last available date of installation. For example, The Service Period for Services installed in Installation Quarter 1, from January, 2003 through March, 2003, will expire March, 2006. The Service Period for Services installed in Installation Quarter 2, from April, 2003 through June, 2003, will expire June, 2006. Customer must install all Services by March, 2004. The rates charged for installations in any given Installation Quarter will be determined by the Billing Period(s), as set forth in subparagraph 3b., below.

Installation Quarters	Placed in Service Between:
INSTALL QUARTER 1	January, 2003 through March, 2003
INSTALL QUARTER 2	April, 2003 through June, 2003
INSTALL QUARTER 3	July, 2003 through September, 2003
INSTALL QUARTER 4	October, 2003 through December, 2003
INSTALL QUARTER 5	January, 2004 through March, 2004

b. **Billing Period(s).** Customer shall pay Billing Period 1 and Period 2 rates in accordance with subparagraph 5a., of this Exhibit A, with such rates to be charged by the Billing Period in which Customer installs the Services. For example, if Customer installs the Services in Installation Quarter 2, January, 2003 through March, 2003, then Customer will pay Billing Period 1 Rates through December, 2003 and Billing Period 2 Rates from January, 2004 through March, 2006.

Installation Quarters	Billing Period 1 Rates Apply	Billing Period 2 Rates Apply
INSTALL QUARTER 1	Through December, 2003	from January, 2004 through March, 2006
INSTALL QUARTER 2	Through March, 2004	from April, 2004 through June, 2006
INSTALL QUARTER 3	Through June, 2004	from July, 2004 through September, 2006
INSTALL QUARTER 4	Through September, 2004	from October, 2004 through December, 2006
INSTALL QUARTER 5	Through December, 2004	from January, 2005 through March, 2007

4. **Minimum Commitment and Shortfall.** Customer shall purchase a minimum of ten (10) OC-12 UNIs and thirteen (13) full DS-3 UNIs between January, 2003 and September, 2003 ("Minimum Commitment"). If, at the end of September, 2003, Customer has not purchased the Services in sufficient quantities to satisfy the Minimum Commitment, Customer shall pay the difference between the actual quantities of Services installed, multiplied by the applicable monthly recurring rate(s), and the Minimum Commitment, multiplied by the applicable monthly recurring rate(s), for the remainder of the Service Period ("Shortfall"). Services exceeding the Minimum Commitment may be installed until March, 2004, in accordance with the Installation Quarter set forth in subparagraph 3a., of this Exhibit A.

5. **Monthly Recurring Rates and Limitations on Incremental UNIs Added/Incremental Rates**

a. **Monthly Recurring Rates.** The monthly recurring rates set forth below are applicable to Services ordered and installed between January, 2003 and March, 2004. Services ordered and installed during these Installation Quarters are not coterminous, unless Customer installs all Services within one Installation Quarter. The rates set forth herein are valid only for the Services identified herein, for UNIs placed in service according to the Installation Quarters specified in this Exhibit A.

Services Provided	Monthly Recurring Rates	
	Billing Period 1	Billing Period 2

ICB-nongov (042502)  
ICB2002-212326(R6)  
ICB 2002-206181 (R8)



	\$ 1,270.00	\$ 300.00
Incremental Base Rate-DS3 UNI with 20Mbps, each	\$ 4,650.00	\$ 1,270.00
Full DS3 UNI, each	\$ 5,100.00	\$ 1,275.00
Incremental Base Rate-Unprotected OC3 UNI with 50 Mbps, each	\$ 6,500.00	\$ 1,765.00
Full Unprotected OC3 UNI, each	\$ 8,600.00	\$ 2,150.00
Full Protected OC12 UNI, each	\$27,000.00	\$ 6,935.00
Additional CBR and VBR Logical Port Bandwidth at 25Mbps, each- A maximum of one (1) may be added to an Incremental Base Rate DS-3 UNI and a maximum of four (4) may be added to an Incremental Base Rate-Unprotected OC3 UNI.	\$ 375.00	\$ 375.00

b. Nonrecurring Charges and Other Charges. The initial Nonrecurring Charge (NRC) for the Services is included in the Monthly Recurring Rates set forth in subparagraph 5a., above. Moves and Changes will be charged on a per occurrence basis, with DS1, DS3 and OC3 UNIs charged at a rate of one thousand five hundred dollars (\$1,500) and OC12 UNIs charged at a rate of two thousand five hundred dollars (\$2,500) except as excluded in subsection 2b, above.

c. Limitation on Incremental UNIs added/Incremental Rates. If Customer installs incremental DS3 or OC3 UNIs at any location, the UNIs will be charged according to the base rate schedule set forth above for the remainder of the Service Period. For CBR and VBR Logical Port Bandwidth added to any such location, Customer will pay the monthly recurring rate set forth above, under "Additional CBR and VBR Logical Port Bandwidth at 25Mbps, each", for the remainder of the Service Period.

#### 6. Service Period(s) and Maximum Term.

a. Service Period(s). This Agreement shall be subject to an Initial Service Period of thirty-six (36) consecutive months, with subsequent Service Periods of thirty-six (36) months for each block of ATM UNIs installed in any Installation Quarter set forth above. ("Service Period(s)"). Such Service Period(s) shall commence on the last available installation date that each block of the Services is installed in the Installation Quarter (e.g., Service Period will commence on March, 2003 for installations between January, 2003 and March, 2003, subject to receipt of all necessary regulatory and other governmental approvals that may be required prior to the first provision of Services under this Agreement.

b. Maximum Term. This Agreement shall be subject to a Maximum Term of forty-eight (48) months, in the event that any Services are installed in the last Installation Quarter, with the option to extend by District of Columbia Public Schools, as set forth in paragraph 7, below.

#### 7. Extension Quarters, Monthly Extension Rates and Early Termination of Extension Quarter.

a. Extension Quarters. At the end of each Installation Quarter set forth in subparagraph 3a, above, Customer shall have the option to extend one (1) or more of the Services (one or more UNIs) provided under that Installation Quarter. The minimum period of such extension under each Extension Quarter shall be four (4) consecutive months, with the option to extend the Services for the full period of the Extension Quarter, as set forth below. Customer shall provide Verizon with timely notice of its intent to extend one (1) or more of the Services by providing written notification to Verizon, including the location(s) and/or circuit identification number(s) for each of the Services to be extended.

Installation Quarters	Extension Quarters	Extended Between
INSTALL QUARTER 1	EXTENSION QUARTER 1	April, 2006 through March, 2007
INSTALL QUARTER 2	EXTENSION QUARTER 2	July, 2006 through June, 2007
INSTALL QUARTER 3	EXTENSION QUARTER 3	October, 2006 through September, 2007
INSTALL QUARTER 4	EXTENSION QUARTER 4	January, 2007 through December, 2007
INSTALL QUARTER 5	EXTENSION QUARTER 5	April, 2007 through March, 2008



Extension Rates set forth below for the Service(s) extended.

Services Provided	Monthly Extension Rates
Full DS1 UNI, each	\$ 565.00
Incremental Base Rate-DS3 UNI with 20Mbps, each	\$ 2,215.00
Full DS3 UNI, each	\$ 2,460.00
Incremental Base Rate-Unprotected OC3 UNI with 50 Mbps, each	\$ 3,090.00
Full Unprotected OC3 UNI, each	\$ 4,155.00
Full Protected OC12 UNI, each	\$13,545.00
Additional CBR and VBR Logical Port Bandwidth at 25Mbps, each	\$ 375.00

c. **Early Termination of Extension Quarter.** Customer will not pay a termination liability for Services that are extended for four (4) consecutive months of each Extension Quarter. Except in the event of non-appropriation of lawfully appropriated funds, as set forth in subparagraph 9c., any move or upgrade of the Services, as set forth in paragraph 2, above, or Verizon's gross negligence, if Customer cancels any of the Services in an Extension Quarter prior to the end of the fourth (4th) month of such Extension Quarter, Customer shall pay to Verizon as alternative performance and not as a penalty, a termination charge equal to the difference between the amount actually paid during the Extension Quarter and the amount due for the four month period. Any such termination liability charges shall be due and payable in one lump sum payment within ninety (90) days of billing.

8. **Effective Date.** This Agreement shall be effective between the parties as of the date last signed.

9. **FUSF Funding Payments-Year 5 Funding Expiration, Contingency and Appropriations.**

a. **FUSF Funding Payments.** Customer agrees to seek approval for FUSF E-Rate Funding Year 5 reimbursements from the Schools and Libraries Division of the Federal Communications Commission ("FUSF" or FUSF E-Rate") for the Services under this Agreement. Upon written notification by Customer of such approval and Verizon's receipt thereof, Verizon agrees to begin providing the Services and to seek payment from the FUSF-E-Rate program for the percentage of payments approved by the FUSF that are discount eligible. Customer shall pay to Verizon the remaining percentage of payments that are not paid by the FUSF E-Rate program. In the event that the percentage of Services paid by FUSF E-Rate cannot be credited to the Customer's account in the first billing cycle, Verizon will include a retroactive credit adjustment within the next two billing cycles and each billing cycle thereafter in which the FUSF remits payments to Verizon.

Notwithstanding the foregoing, if Customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, for any reason subject to the qualifications set forth below, and Verizon is unable to obtain payment from the FUSF for the Services provided under this Agreement, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation, as set forth in subparagraph 9c. If, as a result of an FCC audit, Verizon's internal audit, or other audit, it is determined that Verizon has received FUSF E-Rate funds in error, for Services actually performed, and Verizon is required to return all or part of the FUSF-E-Rate funds disbursed, Customer shall be obligated to make full reimbursement to Verizon of such funds.

Customer shall have no obligation to pay charges that are not paid to Verizon from FUSF E-Rate funding because of: (i) Verizon's failure to comply with applicable FUSF-E-Rate policies, rules and regulations; or (ii) Verizon has not made reasonable and timely efforts to secure payment from FUSF E-Rate Funding.





does not provide additional funding or does not extend the Year 5 Funding period, Customer shall be responsible for payment of one-hundred percent (100%) of charges for Services provided that are not subject to further FUSF E-Rate funding, including any applicable cancellation charges, subject to the availability of lawfully appropriated funds, as set forth in subparagraph 9e.

c. Contingency. Customer's obligation to order and pay for Services and Verizon's obligation to begin providing Services and otherwise perform under this Agreement shall be contingent upon the Customer receiving full FUSF Year 5 Funding and providing written notification to Verizon of such approval.

d. FUSF E-Rate Notice. Each party agrees to promptly provide the other party with notice of any matter affecting FUSF-E-Rate funding.

e. Appropriations. The obligation of Customer to make payments for the Services provided hereunder is subject to the availability of lawfully appropriated funds for such purpose. Notwithstanding the foregoing, Customer hereby represents and warrants that sufficient funds have been appropriated and are available to cover payments under this Agreement, in accordance with the provisions above, for the current fiscal year. Customer further agrees promptly to affirmatively seek authorization and approval for funding, including, if necessary, on an emergency basis, to pay when billed for Services. In the event that Customer cannot procure or obtain lawfully appropriated and available budget authority for the Services, despite its best efforts, and notifies Verizon in writing of such non-availability of funding, this Agreement may be terminated without further liability.

10. Termination Charges. Except in the event of non-appropriation of lawfully appropriated funds, as set forth in subparagraph 9e., above, any move or upgrade of the Services, as set forth in paragraph 2, above, or Verizon's gross negligence, if Customer cancels this Agreement in whole or in part or terminates any of the Services prior to the expiration of the Service Period, Customer shall pay to Verizon as alternative performance and not as a penalty, a termination charge equal to the following: (i) one ninety-five percent (95%) of any applicable Billing Period 1 monthly rate for each of the terminated Services, multiplied by the number of months remaining in the unexpired portion of Billing Period 1; and (ii) forty-five percent (45%) of any applicable Billing Period 2 monthly rate for each of the terminated Services, multiplied by the number of months remaining in the unexpired portion of Billing Period 2. Termination liability charges shall be due and payable in one lump sum payment within ninety (90) days of billing.

#### 11. Additional Provisions.

a. Conditions. The parties acknowledge that the rates and other terms of this Agreement are premised on Customer's commitments, unique network design requirements, and Customer's service mix, usage patterns and concentration, and other characteristics.

b. Service Continuation. If, at the time of expiration of the Service Period of an Installation Quarter or an Extension Quarter, a new agreement with Verizon for the Services is not effective, and Customer does not request discontinuance of the Services in writing, then the Services will be continued on a month-to-month basis at the tariff rates, terms and conditions then in effect for such Services, or, if no tariff is applicable, at Verizon's then-current retail rate. Services continued on a month-to-month basis shall be subject to termination by either party upon thirty (30) days prior written notice to the other party.

c. Detariffing. In the event any of the Services are hereafter detariffed, then the terms of the tariffs in effect immediately prior to such detariffing shall be deemed to be incorporated by reference and shall continue to apply to the provision of the Services to the same extent as such tariffs applied hereunder prior to such detariffing.

d. Facilities. Additional charges may be required if suitable facilities including, but not limited to fiber facilities, are not available to provide Services at any locations, or if any additional work, services, or quantities of Services are provided. In the event installation of additional network facilities is required to provide Services, Verizon will inform Customer of such applicable charges, and Verizon will install such facilities only upon mutual written agreement of the parties to such additional charges. If Customer does not agree to pay such additional charges, then this Agreement will be subject to termination by Verizon, for the affected location(s), without application of the termination charges described above.

12. Locations. The Services may be provided to Customer at any or all of the locations set forth below, subject to and contingent upon completion of Special Construction and changes to the scheduled installation dates



School Name	School Locations	Level of School
Adams	2020 19th St., N.W.	Elementary School
Alton	533 48th Pl., N.E.	Elementary School
Amidon	401 Eye St., S.W.	Elementary School
<b>School Name</b>	<b>School Locations</b>	<b>Level of School</b>
Bancroft	1755 Newton St., N.W.	Elementary School
Barnard	430 Decatur St., N.W.	Elementary School
Beers	3600 Alabama Ave., S.E.	Elementary School
Benning	100 41st St., N.E.	Elementary School
Birney	2501 M.L. King Ave., S.E.	Elementary School
Bowen	101 M St., S.W.	Elementary School
Brent	330 3rd St., S.E.	Elementary School
Brightwood	1300 Nicholson St., N.W.	Elementary School
Brookland	1150 Michigan Ave., N.E.	Elementary School
Bruce-Monroe	3012 Georgia Ave., N.W.	Elementary School
Bunker Hill	1401 Michigan Ave., N.E.	Elementary School
Burroughs	1820 Monroe St., N.E.	Elementary School
Burrville	801 Division Ave., N.E.	Elementary School
Clark	4501 7th St., N.W.	Elementary School
Cleveland	300 Bryant St., N.W.	Elementary School
Cook, J.F.	30 P St., N.W.	Elementary School
Cooke, H.D.	2525 17th St., N.W.	Elementary School
Davis	4430 H St., S.E.	Elementary School
Draper	908 Wahler Pl., S.E.	Elementary School
Drew	560 Eads St., N.E.	Elementary School
Eaton	3301 Lowell St., N.W.	Elementary School
Emery	1720 1st St., N.E.	Elementary School
Ferebee-Hope	3999 8th St., S.E.	Elementary School
Fillmore AC	1819 35th St., N.W.	Elementary School
Gage-Eckington	2025 3rd St., N.W.	Elementary School
Browne JHS	850 26th St., N.E.	Junior High School
Deal JHS	3815 Ford Dr., N.W.	Junior High School
Eliot JHS	1830 Constitution Ave., N.E.	Junior High School
Francis JHS	2425 N. St., N.W.	Junior High School
Backus MS	5171 S. Dakota Ave., N.E.	Middle School
Brown, Ronald H. MS	4800 Meade St., N.E.	Middle School
Evans MS	5600 E. Capital St., N.E.	Middle School
Anacostia SHS	1601 16th St., S.E.	Sr. High School
Ballou SHS	3401 4th St., S.E.	Sr. High School
Banneker SHS	800 Euclid St., N.W.	Sr. High School
Bell Multicultural SHS	3145 Hiatt Pl., N.W.	Sr. High School
Cardozo SHS	1300 Clifton St., N.W.	Sr. High School
Coolidge SHS	6315 5th St., N.W.	Sr. High School
Dunbar SHS	1301 New Jersey Ave., N.W.	Sr. High School
Eastern SHS	1700 E. Capital St., N.E.	Sr. High School
Ellington School of the Arts	1698 35th St., N.W.	Sr. High School



School Name	School Locations				Level of School
Garfield	ALABAMA	AVE	SE		Elementary
Garnett-Patterson	10TH	S	NW		Middle
					Elementary / Survey information available in GIS format.
Garrison	S	ST	NW		
Gibbs	19TH	ST	NE		Elementary
Green	MISSISSIPPI	AVE	SE		Elementary
Hardy	35TH	ST	NW		Middle
Harris, C. W.	53RD	ST	SE		Elementary
Harris, Patricia R.	LIVINGSTON	RD	SE		Elementary/JR High Middle - The Hart Rec Center (Site 338) is also located at this site.
Hart	MISSISSIPPI	AVE	SE		
Hearst	37TH	ST	NW		Elementary
Hendley	CHESAPEAKE	ST	SE		Elementary
Hine	8TH	ST	SE		JR High
Houston	50TH	PL	NE		Elementary
Hyde	O	ST	NW		Elementary
Janney	ALBERMARLE	ST	NW		Elementary
Jefferson	7TH	ST	SW		JR High
Johnson	BRUCE	PL	SE		JR High
Kenilworth	44TH	ST	NE		Elementary
Ketcham	15TH	ST	SE		Elementary
Key	DANA	PL	NW		Elementary
Kimball	MINNESOTA	AVE	SE		Elementary
Congress Heights	ALABAMA	AVE	SE		
Kramer	Q	ST	SE		Middle Elementary / Survey information available in GIS format.
Lafayette	BROAD BRANCH	RD	NW		
Langdon	EVARTS	ST	NE		Elementary
LaSalle	RIGGS	RD	NE		Elementary
	MARTIN LUTHER KING				
Leckie	JR	AVE	SE		Elementary
Lee, Mamie D.	GALLATIN	ST	NE		Special Ed
Lincoln	16TH	ST	NW		Middle
Ludlow-Taylor	G	ST	NE		Elementary
MacFarland	IOWA	AVE	NW		Middle
Malcom X	ALABAMA	AVE	SE		Elementary Elementary / Survey information available in GIS format.
Mann	NEWARK	ST	NW		
Maury	CONSTITUTION	AVE	NE		Elementary
McGogney	WHEELER	RD	SE		Elementary



Merritt	HAYES		NE	Elementary/JR High
Meyer	11TH	ST	NW	Elementary
Miner	15TH	ST	NE	Elementary
Montgomery	P	ST	NW	Elementary
Moten	MORRIS	RD	SE	Elementary
Murch	36TH	ST	NW	Elementary
Nalle	50TH	ST	SE	Elementary

School Name	School Locations		Level of School	
Noyes	10TH	ST	NE	Elementary
ORR	MINNESOTA	AVE	SE	Elementary Elementary / Survey information available in GIS format.
Oyster	CALVERT	ST	NW	Elementary
Parkview	WARDER	ST	NW	Elementary
Patterson	CAPITOL	ST	SW	Elementary
Paul	8TH	ST	NW	JR High
Payne	15TH	ST	SE	Elementary
Peabody	C	ST	NE	Elementary
Phelps	26TH	ST	NW	SR High
Plummer	TEXAS	AVE	SE	Elementary
Powell	UPSHUR	ST	NW	Elementary
Goding (Prospect, L. C.)	F	ST	NE	Special Education
Randle Highlands	30TH	ST	SE	Elementary
Raymond	SPRING	RD	NW	Elementary
Reed L C	CHAMPLAIN	ST	NW	Elementary
River Terrace	34TH	ST	NE	Elementary
Roosevelt	13TH	ST	NW	SR High
Ron H. Brown	MEADE	ST	NE	
Ross	R	ST	NW	Elementary
Rudolph	2ND	ST	NW	Elementary
Savoy	SHANNON	PL	SE	Elementary
School W/O Walls	G	ST	NW	SR High
Seaton	10TH	ST	NW	Elementary
Shadd	CAPITOL	ST	SE	Elementary
Shaed	DOUGLAS	ST	NE	Elementary
Sharpe Heath School	13TH	ST	NW	Special Ed
Shaw	RHODE ISLAND	AVE	NW	JR High
Shepherd	14TH	ST	NW	Elementary
Simon	MISSISSIPPI	AVE	SE	Elementary
Slowe	JACKSON	ST	NE	Elementary
Smothers	BROOKS	ST	NE	Elementary
Sousa	ELY	PL	SE	Middle
Spingarn	BENNING	RD	NE	SR High
Stanton	NAYLOR	RD	SE	Elementary
Stevens	21ST	ST	NW	Elementary
Stoddert	CALVERT	ST	NW	Elementary
Stuart-Hobson	E	ST	NE	Middle
Takoma	PINEY BRANCH	RD	NW	Elementary/JR High
Terrell, RH	1ST	ST	NW	JR High
Terrell, MC	WHEELER	RD	SE	Elementary

ICB-nongov (042502)  
ICB2002-212326(R6)  
ICB 2002-206181 (R8)



Thomas	ANACOSTIA	AVE	NE	Elementary
Thomson	L	ST	NW	Elementary
Truesdell	INGRAHAM	ST	NW	Elementary
Tubman	13TH	ST	NW	Elementary
Turner	STANTON	RD	SE	Elementary
Tyler	G	ST	SE	Elementary
Van Ness	5TH	ST	SE	Elementary
Walker-Jones	L	ST	NW	Elementary

School Name	School Locations		Level of School	
Washington, MM	O	ST	NW	SR High
Watkins	12TH	ST	SE	Elementary
Webb (Ruth K. Webb)	MT OLIVET	RD	NE	Elementary
West	FARRAGUT	ST	NW	Elementary
Wheatley	NEAL	ST	NE	Elementary
Whittier	5TH	ST	NW	Elementary
Wilkinson	POMEROY	RD	SE	Elementary
Wilson	K	ST	NE	Elementary
				SR High / Survey information available in GIS format.
WILSON, W.	CHESAPEAKE	ST	NW	
Winston	ERIE	ST	SE	Elementary/JR High
Woodson, HD	EADS	ST	NE	SR High
Young	26TH	ST	NE	Elementary
Luke Charles Moore Academy Senior High School	MONROE	ST	NE	
Douglass (Special Education)	DOUGLAS	RD	SE	
Jackie Robinson Center	KANSAS	AVE	NE	
Paul Robeson	10TH	ST	NW	
Rose School	HOWARD	ST	NW	
Taft School	PERRY	ST	NE	
				This site is a duplicate with data entry error. All inquiries should be directed to site 131. - JLL
Goding Administration Bldg	10TH	ST	NE	DCPS recognizes the Giddings facility as being sold.
Giddings Administration Bldg	3RD	ST	SE	
McKinley	T	ST	NE	Technology School Under renovation at the intersection of 49th and Brooks in NE. It will open in August 2003.
Miller	49TH	ST	NE	



**DISTRICT OF COLUMBIA STANDARD TERMS AND CONDITIONS**

**1. Covenant Against Contingent Fees:**

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District government shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

**2. Order Of Precedence And Contract:**

Except as provided in the contract, any inconsistency in this solicitation shall be resolved by giving precedence in the following order: The Schedule, the Specifications, the Special Conditions, the General Conditions. The Bid/Request for Proposal, with respect to all items accepted, and all papers accompanying the same, including the Schedule and continuation sheets, if any, the Specifications, the Instructions to Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing, shall constitute the formal contract between the bidder/offeree and the District; PROVIDED THAT any such contract in excess of \$1,000,000, shall not be binding or give rise to any claim or demand against the said District until approved by the Mayor or his designated representative.

**3. Patents:**

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or un-patented invention, article process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.



4. **Inspection Of Services:**

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.
- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.

If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at not increase in contract amount. When the defects in services cannot be corrected by performance, the District may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and, if provided for in the contract, reduce the contract price to reflect value of services performed.

- (e) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and, if provided for in the contract, charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default, subject to termination provisions in the contract.

5. **Waiver:**

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, nor a waiver of the contract.

6. **Default:**

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
  - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
  - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.



In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and, if provided for in the contract, the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- (b) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the sub-contractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (c) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the Government, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 15 for Termination for Convenience of the Government.
- (d) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (e) As used in paragraph (c) of this clause, the terms "subcontractor(s)" means subcontractor(s) at any tier.

7. **Indemnification:**

Except as provided in the contract, the Contractor shall indemnify and save harmless the District and all its officers, agents and servants against any and all claims or liability arising from or based on, or as consequence of or result of, any act, omission or default of the Contractor, its employees, or its subcontractors, in the performance of this contract. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

8. **Transfer:**

No contract or any interest therein shall be transferred by the parties to whom the award is made without the prior written approval of the District; such transfer will be null and void and will be cause to annul the contract.





9. **Taxes:**

- (a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use.
- (b) Tax exemption certificates no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

**"The District of Columbia Government Is Exempt From Federal Excise Tax – Registration No. 52-73-0206-K Internal Revenue Service, Baltimore, Maryland."**

**Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:**

Deliveries to Glenn Dale Hospital – Exemption No. 4647

Deliveries to Children's Center – Exemption No. 4648

Deliveries to other District Departments or Agencies – Exemption No. 09339

10. **Payments:**

Unless otherwise specified in this contract, payments will be made only after performance of the contract in accordance with all provisions thereof.

11. **Evaluation of Prompt Payment Discount:**

- (a) Prompt payment discounts shall not be considered in the evaluation of bids/offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the bidder/offeree.
- (b) In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

12. **Officers Not To Benefit:**

No member of or delegate to Congress, or officer or employee of the District shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer of any District employee authorized to execute contract which they or the employee of the District shall be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. However, should a Federal or District employee submit a bid for his personal benefit, the Contracting Officer reserves the right to waive the aforementioned restriction; providing that said employee furnishes a Notarized Affidavit prior to the time set for opening of bids or submission of proposal, setting forth intention to resign his/her Federal or District employment in the event said employee shall be considered for an award of contract. Failure to submit such affidavit shall automatically render his/her bid/proposal non-responsive and no further consideration shall be given thereto. (See Representations, Certifications and Acknowledgements.)



13. Disputes:

- A. All disputes arising under or relating to this contract shall be resolved As provided herein.
- B. Claims by a Contractor against the District.
- (a) Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
  - (b) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision.
  - (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
  - (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
  - (e) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim. The Contractor may appeal denial of the claim as provided herein.
  - (f) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
  - (2) Liability under this paragraph (f) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
  - (g) Interest on amounts found due to a Contractor on claims shall be payable at a rate set in D. C. Code Section 28-3302(b) applicable to judgments against the District and shall begin accruing from the date the Contracting Officer receives the claim until payment of the claim.
  - (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Code Section 1-1189.4.
  - (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.
- C. Claims by the District against a Contractor



- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contractor may respond to the claim within thirty (30) days from the date the Contractor receives the claim.
- (3) After the expiration of sixty (60) days from the date the Contractor receives the claim, the Contracting Officer shall issue a decision in writing, and furnish a copy of the decision to the Contractor.
- (4) The decision shall be supported by reasons and shall inform the Contractor of his or her rights as provided herein. Specific findings of fact are not required, but, if made, shall not be binding in any subsequent proceeding.
- (5) The authority contained in this clause shall not apply to a claimor dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (6) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Interest on amounts found due to the District from a Contractor on claims shall be payable at the rate set in D. C. Code Section 28-3302(b) applicable to judgments against the District, and shall begin accruing from the date the Contractor receives a Contracting Officer's written decision on behalf of the District until payment of the claim.
- (d) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the District as authorized by D. C. Code Section 1-1189.4.
- (e) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

#### 14. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered, provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Dispute clause hereto. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.



**15. Termination For Convenience Of The District:**

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
  - (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
  - (3) Terminate all contracts to the extent they relate to the work terminated.
  - (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
  - (6) As directed by the Contracting Officer, and, if applicable, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
  - (7) Complete performance of the work not terminated.
  - (8) If applicable, take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
  - (9) If applicable, use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) If applicable, after the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the



Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (d) After termination, the Contractor shall submit a final termination Settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 6 months from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 6 month period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 6 months or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.
- (e) Subject to paragraph (d) above, and except as provided in the contract, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
  - (1) The contract price for completed supplies or Services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
  - (2) The total of –
    - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
    - (ii) The cost of settling and paying termination settlement proposals under terminated sub- contracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(i) above; and
    - (iii) A sum, as profit on subparagraph f(i) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.



- (3) The reasonable cost of settlement of the work terminated, including-
  - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements) and
  - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District shall pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) Except as provided in the contract, in arriving at the amount due the Contractor under this clause, there shall be deducted -
  - (1) All unliquidated advance or other payments to the Contractor under the termination portion of the contract;
  - (2) Any claim which the District has against the Contractor under this contract; and
  - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.



- (j) If the termination is partial, and except as provided in the contract, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
- (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

**16. Examination Of Books, Etc. By The Office Of Inspector General And The District Of Columbia Auditor:**

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

**17. Non-Discrimination Clause:**

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a Violation of the District of Columbia Human Rights Act, approved December 13, 1977 ( D. C. Law 2-38: D. C. Code 1-2512) (1981 Ed.). The Contractor shall include a similar clause in all sub- contracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any sub- contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause proved in Section 251 of the District of Columbia Human Rights Act (D. C. Code 1-2522).
- (b) Pursuant to rules of the Department of Human Rights and Local Business Development, published on August 15, 1986 in the D. C. Register, the following clauses apply to this contract



1103.2 – The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap.

1103.3 – The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, or physical handicap. The affirmative action shall include, but not be limited to the following:

- (1) employment, upgrading or transfer;
- (2) recruitment, or recruitment advertising;
- (3) demotion, layoff, or termination;
- (4) rates of pay, or other forms of compensation;
- (5) and selection for training and apprenticeship.

1103.4 – The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections 1103.2 and 1103.3 concerning non-discrimination and affirmative action.

1103.5 – The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in sub-section 1103.2.

1103.6 – The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contracting Officer, advising the said labor union or workers' representative of that contractor's commitments under this chapter, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1103.7 – The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or his/her alternates, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.

1103.8 – The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Chief Procurement Officer, or any authorized official.

1103.9 – The prime Contractor shall include in every subcontract the equal opportunity clauses, subsection 1103.2 through 1103.10 of this section, so that such provisions shall be binding upon each subcontractor or vendor.

1103.10 – The prime Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the prime Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a





result of such direction by the contracting agency, the prime Contractor may request the District to enter into such litigation to protect the interest of the District.

**18. Definitions:**

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District shall mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executive and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

**19. Estimated Quantities:**

It is the intent of the District to secure a contract for all of the needs of the designated Agencies for items specified herein which may occur during the contract term. The District agrees that it will purchase its requirements of the articles or services included herein from the Contractor. Articles and/or services specified herein have a history of repetitive use in the District agencies. The estimated quantities stated in the Invitation for Bids/Request for Proposals reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. Orders will be placed from time to time if and when needs arise for delivery, ALL CHARGES PREPAID, to the ordering Agency. Except as provided in the contract, the District does not guarantee to order any specific quantities of any item(s) or including work hours of service.

**20. Health And Safety Standards:**

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended, and Department of Labor Regulations under the Act, and all Federal requirements in effect at time of bid opening/proposal submission.

**21. Appropriation Of Funds:**

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

**22. Hiring Of District Residents:**

All new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, shall include the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

- (a) at least fifty-one (51) percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
- (b) at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council. The Contractor shall negotiate an Employment Agreement with the District of Columbia Department of Employment Services for jobs created as a result of this contract. The Department of Employment Services shall be the contractor's first source of referral for qualified applicants trainees and other workers in the implementation of employment goals contained in this clause.



23. Buy American Act:

Under authority of 41 USC 10a and 10b, the Chief Procurement Officer has waived for the purposes of this contract with Verizon the requirements of the Buy American Act (41 U.S.C. 10, *et seq.*).

24. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to Contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.
- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.



- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
  - (1) Vender quotations;
  - (2) Nonrecurring costs;
  - (3) Information on changes in production methods or purchasing volume;
  - (4) Data supporting projections of business prospects and objectives and related operations costs;
  - (5) Unit - cost trends such as those associated with labor efficiency;
  - (6) Make - or - buy decisions;
  - (7) Estimated resources to attain business goals;
  - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or Contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right, subject to applicable law and regulation and pursuant to an appropriate protective order or nondisclosure agreement, to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or re- production until three years after the later of:
  - (1) final payment under the contract;
  - (2) final termination settlement; or
  - (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

**25. Cost-reimbursement Contracts:**

If this contract is a cost-reimbursement contract, then only costs determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principles set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable.



26. **Multiyear Contract:**

If this contract is a multiyear contract, then the following provisions are made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract, if any. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District government and the contractor from future performance of the contract, but not from the existing obligations. The contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. **Termination Of Contracts For Certain Crimes And Violations:**

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
  - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
  - (2) There has been any breach or violation of:
    - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
    - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
  - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
  - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.

28. **GROSS RECEIPTS TAXES AND CEILING AMOUNT**

The District shall reimburse Verizon for gross receipts taxes paid by Verizon based on the sale to the District of public utility services under this contract.







DISTRICT OF COLUMBIA PUBLIC SCHOOLS

OFFICE OF CONTRACTS AND ACQUISITIONS  
825 North Capitol Street, NE, 7<sup>th</sup> Floor, Washington, DC 20002  
202-442-5111 FAX 202-442-5634

February 10, 2004

Mr. Harry A. Coleman II  
Vice President -- Sales  
Verizon Washington, D.C.  
1710 H. Street  
6<sup>th</sup> Floor  
Washington, D.C. 20001

**Subject: Termination for Convenience**  
**Contract No: GAGA-2003-C-0074**  
**(Agreement #2002-212326&2002-206181)**  
**Caption: Verizon Service Agreement**

Dear Mr. Coleman:

You are hereby notified that the subject contract is terminated for convenience of the District in accordance with Section 15(a) of Appendix B of the Service Agreement and contract referenced above. This termination is based upon the Contracting Officer's determination that termination of this contract is in the best interest of the District of Columbia. This termination is effective as of the date of this letter.

Pursuant to D.C. Code §2-301.05(a) it is a necessary governmental function to terminate the contract. The award and enforceability of the subject contract is contingent upon Council approval.

In conjunction with this notification, Verizon Washington D.C. is required to do the following:

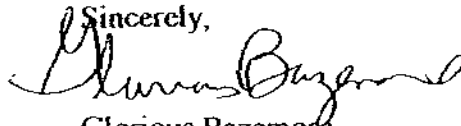
1. Stop work immediately, remove all personnel, from DCPS premises and place no further orders for supplies or equipment relating to the services provided under the terminated contract;
2. Stop issuing subcontracts, if applicable, pertaining to the terminated contract;
3. Terminated all subcontracts if applicable, pertaining to the terminated contract;
4. Promptly notify the Contracting Officer in writing of any legal proceedings growing out any subcontracts or other commitments related to the terminated contract or in which a lien has been or may be placed against termination inventory to reported to the District,
5. Settle any outstanding liabilities and proposals arising out of the termination of subcontracts, obtaining any necessary approvals from the Contracting Officer;

6. Immediately advise the Contracting Officer of any special circumstances precluding stoppage of work;
7. Take necessary or directed action to protect and preserve property in the contractor's possession in which the District has or may acquire an interest and, as directed by the Contracting Officer, deliver the property to the District; and
8. Promptly submit a settlement proposal for the amount claimed as a result of the termination.

The settlement proposal should cover all cost elements, including settlements with subcontractors and any proposed profit and shall include reasonable detailed supporting documentation satisfactory to the Contracting Officer.

This notice constitutes the District's decision that the subject contract is terminated for convenience and that you have a right to appeal this decision under the disputes clause, Section 13 of Appendix B of the Service Agreement and contract referenced above.

This letter is being sent via facsimile and certified mail, return receipt requested.

Sincerely,  
  
Glorious Bazemore  
Agency Chief Contracting Officer

cc: Charles Thompson  
Clifford Cox  
Gyimah Chin  
John Dobriansky  
S. Pauline Barrett



H. Alexander Coleman  
Senior Vice President-Sales  
Atlantic South Region  
2980 Fairview Park Drive  
Falls Church, VA 22042

Ms. Glorious Bazemore  
Agency Chief Contracting Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
825 North Capital Street, N.E.  
7<sup>th</sup> Floor  
Washington, DC 20002

to D.C. Public Schools ("DCPS") Termination for

Subject: Responence Letter  
Contract No: GAGA-2003-C-0074  
(Agreement #2002-212326 & 2002-206181)  
Caption: Verizon Service Agreement

Dear Ms. Bazemore:

Thank you for your letter dated February 10, 2004 notifying Verizon of your intent to exercise the Termination for Convenience in Section 15(a)-Appendix B of the above captioned Verizon Service Agreement ("Agreement") and directing Verizon to fulfill the requirements set forth in the letter.

Verizon will of course comply with applicable D.C. law and regulation with regard to termination of this Agreement. However, as you are aware, under the provisions of the Termination for Convenience provision and the Agreement, Verizon would be required to disconnect the services installed and invoke termination charges as set forth in Exhibit A, Section 10 of the Agreement. In addition, termination of this Agreement could potentially negatively impact the E-Rate Funding associated with this Agreement. These and other matters related to termination of the Agreement could result in major expense and disruption for DCPS and its students.

We believe it is in our mutual best interest to attempt to minimize, to the extent possible, the potential negative impacts on DCPS, its students and your E-Rate Funding by first discussing possible alternatives to termination. Please let us know whether and how we can explore other avenues which will satisfy applicable law and be of mutual benefit to the parties.

Very truly yours,

Alex Coleman  
Sr. Vice President-Atlantic Sales South Region

c: Dr. Elfreda Massey



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0P4007689

PAGE: **FILE**  
DATE: 09/01/04

REQUISITION DATE: 06/22/2004 5. REQUISITIONING OFFICE: GA64221  
REQUESTED DELIVERY DATE: 09/01/2004 ADDRESS: DCPS-PLANNING, DESIGN & CONS  
REQUISITIONER NAME: TAMA TOLSON 1709 3RD STREET, N.E.  
REQUISITION AGENCY: DCPS-PLANNING, DESIGN & C WASHINGTON DC 20002  
DELIVER TO: (IF DIFFERENT FROM #5) 7. BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: TAMA TOLSON ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
1709 3RD STREET, N.E. 825 NORTH CAPITOL ST., N.E.  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: TAMA TOLSON CONTACT:  
TEL NO.: 202-576-5589 FX #: - - TEL NO.: 202-442-5300 FAX #: 202-442-5306


P.O. DATE: 07/15/2004 13. SUPPLIER INFORMATION :  
QUOTE DATE: / / NAME: VERIZON  
IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN WASHINGTON DC 20036  
ACCORDANCE WITH ALL PROVISIONS OF CONTACT: NJIE  
CONTRACT NO: CONTACT: NJIE  
DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #: 800-727-4339 FAX #: - -  
F.O.B POINT: DESTINATION DELIVER DATE: 09/01/2004

PRODUCT/SERVICE INFORMATION

E PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
91082	EA	1.0000	278,972.34	278,972.34
Wiring and Other Electrical Maintenance and Repair Services				
THIS PURCHASE ORDER IS FOR PAYMENT FOR THE INSTALLATION OF FIBER				
CABLING AT DCPS IN SUPPORT OF THE SCHOOLS INTERNET CABLING				
INFRASTRUCTURE PROGRAMS. THIS IS THE FINAL PAYMENT UNDER				
CONTRACT #GAGA-2003-C-0074 WHICH WAS TERMINATED.				
ANY QUESTIONS CONTACT CHARLES THOMPSON 202-442-5660				
REFERENCE INVOICE # 152047230				

ACCOUNTING INFORMATION

MATCH TYPE: AA INTERFACE TYPE: PO  
AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
GAO 98 BS32D 95101 0409 SG30204 278,972.34  
100.00 %  
ER : PAULINE S. BARRETT TOTAL ENCUMBRANCE: 278,972.34  
# : 202-442-5114

HORIZED SIGNATURE  CONTRACTING OFFICER

DATE: 9/1/04

**THIS PURCHASE ORDER WILL  
TERMINATE NO DELIVERIES  
ACCEPTED OR BACK ORDERS  
ACCEPTED AFTER**

**CONFIRMING ORDER  
DO NOT DUPLICATE**

**SEP 30 2004**

GAAR4010026  
P. 11 1-100/10

Office of Facilities Management (OFM)  
District of Columbia Public Schools  
**Requisition Request Cover Sheet**

1. **Requisitioner Name:** Norma Brooks      2. **Date** 6/7/04
3. **Requisitioner:** a) Title Staff Assistant b) Office Unit Chief Technology Office
4. **Fund Type:**  
a) Operating Exp \_\_\_\_\_ b) Capital Exp X      c) Orig. PO# \_\_\_\_\_
6. **Capital Project Title** Special Construction – ATM Network Upgrade  
Telecommunications Infrastructure Contract
7. **Capital Project Number (Budget use only)** \_\_\_\_\_
8. **Phase (Budget use only)** \_\_\_\_\_

9. **Provide Detailed Info on Goods or Services:**

Commodity Code: 91082 (Telecommunications Infrastructure Contract) -- Provide the necessary infrastructure to transport the ATM Cell Relay Network

10. **Justification:**

Install fiber cabling at D.C. Public Schools in support of the schools' internet cabling infrastructure programs and in support of the instructional program. Without this the schools cannot use the wiring or computers in their classroom activities. This is the balance due.

11. **Cost:**

Unit Cost of each item \$278,972.34

Quantity One (1)

Total Cost \$278,972.34

12. **Preferred Vendor** Verizon, Vendor #1530046277

Supervisor's Name (Print) Charles T. Thompson, Chief Technology Officer

Supervisor's Approval Signature Charles T. Thompson

(Budget Team use only):

12. **Funds Availability:** d) Yes \_\_\_\_\_ e) No \_\_\_\_\_

Explanation: \_\_\_\_\_

(All required documentation and signatures should be attached. Take the information, along with the cover sheet, to the contract specialist (Tama Tolson) for processing.)

0000 7689 - P. 11 1-100/10

**VERIZON**

PO Box 17577 Attn: J. Lambertis  
Baltimore, MD 21297-0513  
301 989-4732 fax 301 989-4581

Invoice No. **152047230****INVOICE****Customer**

Name **DISTRICT OF COLUMBIA PUBLIC SCHOOLS**  
Address **825 NORTH CAPITOL ST NE 8TH FLOOR**  
City **WASHINGTON** State **DC** ZIP **20002**  
Phone **NORMA BROOKS 202 442-5340**

Date **5/24/2004**  
Order No. **R1RS97632**  
Services **Spec. Cnstrtn**  
Date Due **6/23/2004**

Qty	Description	Unit Price	TOTAL
	SPECIAL CONSTRUCTION BILLING for 91 schools 152047230 022 164-4258 Contract # GAGA-2003-C0074 TOTAL \$2,425,613.30 10% of total \$242,561.33  The total charges shown below represent 10% of the Unit Price shown for the Services If customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from the FUSF for the Services provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation.	\$2,425,613.30	
		SubTotal	
		Shipping & Handling	
		Taxes State	
		10% Total	\$242,561.33

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

Billing Period Mar 2004-May 2004

Purchase Order GA0P4003801

Acct Bal after pymnt \$2,183,052.30

Total amount for this Service as of  
5/5/04 is \$2,425,613.30. Please remit  
payment to PO BOX above

Thank You!

**VERIZON**

PO Box 17577 Attn: J. Lambertis  
Baltimore, MD 21297-0513  
301 989-4732 fax 301 989-4581

Invoice No. **152047230****INVOICE****Customer**

Name **DISTRICT OF COLUMBIA PUBLIC SCHOOLS**  
Address **825 NORTH CAPITOL ST NE 8TH FLOOR**  
City **WASHINGTON** State **DC** ZIP **20002**  
Phone **NORMA BROOKS 202 442-5340**

Date **5/24/2004**  
Order No. **R1RS97632**  
Services **Spec. Castrn**  
Date Due **6/23/2004**

Qty	Description	Unit Price	TOTAL
	SPECIAL CONSTRUCTION BILLING for 91 schools 152047230 022 164-4258 Contract # GAGA-2003-C0074 TOTAL \$364,110.17 10% of total \$36,411.01	\$36,411.01	
	<p>The total charges shown below represent 10% of the Unit Price shown for the Services</p> <p>If customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from the FUSF for the Services provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation.</p>		
		SubTotal	
		Shipping & Handling	
		Taxes State	
		10% Total	\$36,411.01

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

Billing Period Nov 2003 - Feb 2004

Purchase Order GA0P4003801

Acct Bal after pymnt \$327,699.16

Total amount for this Service as of  
5/5/04 is \$364,110.17. Please remit  
payment to PO BOX above.

Thank You!

### **Special Construction Schools**

Garnett Patterson  
Hart  
Hine  
Fletcher Johnson  
Oyster  
Barnard  
RH Terrell  
McFarland  
Eliot  
Turner  
Leckie  
Hardy  
Deal  
Francis  
Kelly Miller  
Simon  
Brigtwood  
Key  
Sousa  
Miner  
Takoma  
Davis  
HD Cooke  
Ron Brown  
Ludlow Taylor  
Marshall  
Maury  
Peabody  
Park View  
Ross  
Bowen  
Malcom X  
Van Ness  
KC Lewis  
Green  
Wilkinson  
Logan Swing  
Prospect  
LaSalle  
Evans  
Randall Highlands  
Noyes  
Spingarn  
Woodson  
Sharpe  
Douglass  
Johnson

Shaw  
Burrville  
Burroughs  
Bunker Hill  
Garfield  
Brent  
Rudolph  
Seaton  
Trusdell  
West  
Moten  
Plummer  
Savoy  
Aiton  
Benning  
La Fayette  
Brookland  
Janney  
Hyde  
King  
Langdon  
Kimball  
CW Harris  
Ketchum  
Kenilworth  
Lincoln  
Bell Multi  
Thomson  
Thomas  
Birney  
Patterson  
Emery  
Stoddard  
Mann  
Draper  
Murch  
Shepard  
Browne  
Stuart Hobson  
Winston  
Stevens  
Marie Reed  
Walker-Jones  
Beer  
Noyes  
McKinnley  
Cleveland

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0P5001983

PAGE: 01  
DATE: 03/04/05

1. REQUISITION DATE: 02/02/2005 5. REQUISITIONING OFFICE: GA64521  
2. REQUESTED DELIVERY DATE: 02/28/2005 ADDRESS: DCPS - OFFICE OF INFORMATION  
3. REQUISITIONER NAME: CHARLES THOMPSON/ANGELA FELD 825 NORTH CAPITOL STREET NE  
4. REQUISITION AGENCY: DCPS - OFFICE OF INFORMAT WASHINGTON DC 20002  
6. DELIVER TO: (IF DIFFERENT FROM #5) 7. BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: OFFICE OF INFORMATION TEC ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
825 NORTH CAPITOL STREET NE 825 NORTH CAPITOL ST., N.E  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: CHARLES THOMPSON/ANGELA FELDER CONTACT:  
TEL NO.: 202-442-5692 FX #: 202-442-5669 TEL NO.: 202-442-5300 FAX #: 202-442-5306

8. P.O. DATE: 02/07/2005 13. SUPPLIER INFORMATION :  
9. QUOTE DATE: / / NAME: VERIZON  
0. IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN  
ACCORDANCE WITH ALL PROVISIONS OF WASHINGTON DC 20036  
CONTRACT NO: CONTACT: NJIE  
1. DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #: 800-727-4339 FAX #: - -  
2. F.O.B POINT: DESTINATION DELIVER DATE: 02/28/2005

4. PRODUCT/SERVICE INFORMATION

INE	PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
01	91082	EA	1.0000	500,000.00	500,000.00
Wiring and Other Electrical Maintenance and Repair Services THIS PURCHASE ORDER IS FOR THE THIRD INSTALLED PAYMENT FOR WIRING AND OTHER ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY VERIZON TO DCPS. THIS PAYMENT GOES AGAINST THE 6 MILLION DOLLAR DEBT FOR THE ATM CELL RELAY SERVICES. QUESTIONS SHALL BE REFERRED TO CHARLES THOMPSON (202) 442-5660					

5. ACCOUNTING INFORMATION

MATCH TYPE: AA INTERFACE TYPE: FO  
7 AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
1 GA0 05 45211 99000 0409 500,000.00  
100.00 %  
FYER : PAULINE S. BARRETT TOTAL ENCUMBRANCE: 500,000.00  
EL # : 202-442-5114

AUTHORIZED SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_  
CONTRACTING OFFICER

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0PS002503

PAGE: 01  
DATE: 03/01/05

REQUISITION DATE: 03/01/2005 5. REQUISITIONING OFFICE: GA64521  
REQUESTED DELIVERY DATE: 03/02/2005 ADDRESS: DCPS - OFFICE OF INFORMATION  
REQUISITIONER NAME: CHARLES THOMPSON/ANGELA FELDER 825 NORTH CAPITOL STREET NE  
REQUISITION AGENCY: DCPS - OFFICE OF INFORMAT WASHINGTON DC 20002  
DELIVER TO: (IF DIFFERENT FROM #5) 7. BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: OFFICE OF INFO TECH ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
825 NORTH CAPITOL STREET NE 825 NORTH CAPITOL ST., N.E  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: CHARLES THOMPSON/ANGELA FELDER CONTACT:  
TEL NO.: 202-442-5692 FX #: 202-442-5669 TEL NO.: 202-442-5300 FAX #: 202-442-5306

P.O. DATE: 03/01/2005 13. SUPPLIER INFORMATION :  
QUOTE DATE: / / NAME: VERIZON  
IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN  
ACCORDANCE WITH ALL PROVISIONS OF WASHINGTON DC 20036  
CONTRACT NO: CONTACT: NJIE  
DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #: 800-727-4339 FAX #: -  
F.O.B POINT: DESTINATION DELIVER DATE: 03/02/2005

PRODUCT/SERVICE INFORMATION

NE PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
1 91082	EA	1.0000	500,000.00	500,000.00
Wiring and Other Electrical Maintenance and Repair Services THIS PURCHASE ORDER IS FOR THIRD PAYMENT FOR THE ATM CELL RELAY SERVICES. THIS PAYMENT GOES AGAINST THE \$6 MILLION DEBT FOR THE ATM CELL RELAY SERVICES. QUESTIONS SHALL BE REFERRED TO CHARLES THOMPSON AND ANGELA FELDER AT 442-5660 OR 442-5692				

ACCOUNTING INFORMATION

MATCH TYPE: AA INTERFACE TYPE: PO  
AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
GA0 05 45211 99000 0409 500,000.00  
100.00 %  
TOTAL ENCUMBRANCE: 500,000.00  
ER : Pauline S. Barrett  
# : 202-442-5111

AUTHORIZED SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_  
CONTRACTING OFFICER



GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0P5001983

PAGE: 01  
DATE: 03/04/05

1. REQUISITION DATE: 02/02/2005 5. REQUISITIONING OFFICE: GA64521  
2. REQUESTED DELIVERY DATE: 02/28/2005 ADDRESS: DCPS - OFFICE OF INFORMATION  
3. REQUISITIONER NAME: CHARLES THOMPSON/ANGELA FELDER 825 NORTH CAPITOL STREET NE  
4. REQUISITION AGENCY: DCPS - OFFICE OF INFORMAT WASHINGTON DC 20002  
6. DELIVER TO: (IF DIFFERENT FROM #5) 7. BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: OFFICE OF INFORMATION TEC ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
825 NORTH CAPITOL STREET NE 825 NORTH CAPITOL ST., N.E  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: CHARLES THOMPSON/ANGELA FELDER CONTACT:  
TEL NO.: 202-442-5692 FX #: 202-442-5669 TEL NO.: 202-442-5300 FAX #: 202-442-5306

8. P.O. DATE: 02/07/2005 13. SUPPLIER INFORMATION :  
9. QUOTE DATE: / / NAME: VERIZON  
0. IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN WASHINGTON DC 20036  
ACCORDANCE WITH ALL PROVISIONS OF CONTACT: NJIE  
CONTRACT NO:  
1. DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #: 800-727-4339 FAX #: -  
2. F.O.B POINT: DESTINATION DELIVER DATE: 02/28/2005

4. PRODUCT/SERVICE INFORMATION

INE	PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
01	91082	EA	1.0000	500,000.00	500,000.00
Wiring and Other Electrical Maintenance and Repair Services THIS PURCHASE ORDER IS FOR THE THIRD INSTALLED PAYMENT FOR WIRING AND OTHER ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY VERIZON TO DCPS. THIS PAYMENT GOES AGAINST THE 6 MILLION DOLLAR DEBT FOR THE ATM CELL RELAY SERVICES. QUESTIONS SHALL BE REFERRED TO CHARLES THOMPSON (202) 442-5660					

5. ACCOUNTING INFORMATION

MATCH TYPE: AA INTERFACE TYPE: PO  
F AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
1 GA0 05 45211 99000 0409 500,000.00  
100.00 %  
JYER : PAULINE S. BARRETT TOTAL ENCUMBRANCE: 500,000.00  
EL # : 202-442-5114

AUTHORIZED SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_  
CONTRACTING OFFICER

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
U.S. GENERAL SERVICES ADMINISTRATION  
AND THE  
DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
(No. GAGA-2004-M-0350)**

**I. PURPOSE:**

This Memorandum of Understanding establishes an interagency agreement between the United States General Services Administration (GSA), Federal Technology Service (FTS) and the District of Columbia Public Schools (DCPS), to provide WITS2001 telecommunications services for the District of Columbia Public Schools (DCPS).

**II. BACKGROUND:**

Verizon has provided previous wiring and cabling services to the DCPS under the GWACS contract, and is currently providing some managed services to DCPS via Site Watch. The DCPS has tasked Verizon to develop a proposal under the WITS2001 contract to provide wiring, cabling, installation, CISCO switches and managed services for approximately seventy-one (71) schools.

**III. SCOPE:**

Verizon proposes transitioning approximately seventy-one (71) schools to the WITS2001 contract vehicle. WITS2001 is a four-year base contract between GSA and Verizon with four one-year options, and has an estimated value of Government business exceeding \$1 billion over the eight years. The WITS2001 contract covers the broadest range of telecommunications products and services ever combined in a single GSA contract vehicle. Highlights of the WITS2001 contract include:

- Telecommunications coverage for DCPS in the Washington metropolitan area;
- Free local calls made to other WITS2001 customers on net calls;
- Guaranteed lowest commercial telecommunications prices;
- One-stop shopping voice for voice, data, and video teleconference services;
- Guaranteed availability of the latest commercial telecommunications services;
- The opportunity to outsource all or part of the DCPS telecommunications needs;
- Ability to interface with FTS2001; and
- Industry standard performance levels.

#### **IV. SERVICE AGREEMENT:**

The DCPS customers shall have full access to all WITS2001 products and services, use of web-based service ordering, flexible billing options, and direct access to the WITS2001 vendor. Services from WITS2001 are subject to the following parameters:

- a. DCPS shall transfer approximately seventy-one (71) schools to WITS2001 in accordance with Verizon's final approved transition plan. The transfer shall be accomplished as detailed in Section VIII, entitled Service Transfer and Implementation. The DCPS may add additional users to WITS2001 at their discretion.
- b. Verizon, in concert with WITS 2001, shall establish a Contract Line Item Number (CLIN) structure to support wiring, cabling, installation, CISCO switches and managed services exclusive to the DCPS.
- c. The DCPS customers transferred to WITS2001 shall be billed for services using direct billing from the Verizon via Bill@once (B@O). Specific customer billing requirements shall be identified during the transition phase to WITS2001. Subsequent changes shall be at the customer's request.
- d. GSA shall refer all DCPS customers to the DCPS Point of Contact Mr. Charles Thompson, Executive Director for Instructional Technology.

- e. The DCPS reserves the right to terminate any or all services at any time.

**V. PRICING AGREEMENT:**

The following prices shall apply to all wiring, cabling, installation, CISCO switches and managed services provisioned under the WITS2001 contact:

- a. DCPS shall be charged on a school-by-school basis with fixed pricing per school for each wiring and installation. See Attachment (X) for the pricing and Contract Line Item Number (CLIN) for each school.
- b. DCPS shall be charged a fixed price for any CISCO electronics. See Attachment (Y) for the pricing and CLIN.
- c. DCPS shall be charged a monthly price for managed services. See Attachment (Z) for the pricing and CLIN.
- d. This agreement does not cover voice mail service. GSA's published prices for voice mail services shall apply. DCPS shall negotiate with the Verizon for pricing to administer and maintain its current voice mail system.
- e. Any DCPS unique service order and/or billing requirements not available on the current CLIN listing shall be negotiated with the Verizon as Other Direct Costs (ODC).
- f. If any of the advertised GSA line rates go below any of the line rates DCPS pays, the lower rate shall be charged to DCPS effective the date of the new advertised price.

**VI. FUNDING:**

Funds are not obligated by this agreement. All future obligations contemplated by this agreement shall be subject to the availability of funds.

**VII. SERVICE TRANSFER AND IMPLEMENTATION:**

**A. Coordination Phase**

A coordination period shall begin upon signature of this Memorandum to develop plans for transitioning the wiring, cabling, installation, CISCO switches and managed services for DCPS customers to WITS2001. During the coordination phase of 10 to 14 business days, GSA and DCPS agree to accomplish the following tasks:

- Jointly review and approve a plan in concert with the Verizon to transition to WITS2001;
- Ascertain current and future DCPS needs including specialized service arrangements and access to customer-specific networks and services;
- Develop a plan for interaction between the GSA and DCPS Program Offices to address the current and future needs of DCPS customers that shall be fulfilled by the WITS2001 contract.
- Develop a plan for Service@once (S@O) and B@O conversions and training.

**B. Transition Phase**

The targeted transition period of sixty (60) business days for execution and final implementation shall be identified with the final approved WITS2001 transition plan. During the transition phase, the plans developed during the coordination phase shall be implemented resulting in an orderly transition of the DCPS customer base to the WITS2001 contract.

**C. Service Transition**

Transition of identified services is targeted for completion via mutually agreed upon dates by DCPS and Verizon. At that time, DCPS shall be serving their DCPS Component customers through the WITS2001 contract.

**D. Bell Atlantic Order System Control (BAOSC) to S@O Conversion**

The DCPS convergence to WITS2001 shall undergo a fifteen (15) business day hard freeze to allow for records and inventory migration from DCPS BAOSC to S@O. During this period, the databases need to be stabilized; consequently no service transactions can take place. Should there be a need for emergency type service during this period – it can be accomplished. Since this effort is labor intensive, it is requested that only essential service orders be placed with the Verizon Customer Service Center (CSC). After the hard freeze, there shall be a burn-in period of twenty (20) business days. Any service transaction during the burn-in period shall be manually performed by the CSC at no additional cost to DCPS. Verizon shall receive and process any service order at the CSC after the hard freeze and during the burn-in period. At the conclusion of the burn-in period, DCPS customers shall be able to enter service orders electronically.

## **VIII. RESPONSIBILITIES:**

### **A. The GSA shall:**

- 1. Be responsible for the overall management and administration of the WITS2001 program.**
- 2. Be responsible to resolve any billing disputes under the GSA Centralized billing program should DCPS choose to utilize the GSA Billing Services. At this time however, DCPS shall be billed directly and any billing disputes shall be resolved with Verizon.**
- 3. Work with DCPS to develop and implement the transition plan to migrate DCPS customers to the WITS2001 contract.**
- 4. Provide a Customer Account Manager to interface with DCPS in all matters related to service delivery.**
- 5. Review and approve a transition plan, in coordination with DCPS, to transition services to WITS2001 with minimal impact on DCPS customers.**
- 6. If desired by the DCPS Point of Contact, meet with DCPS customers to explain WITS2001 services and ascertain current and future needs.**
- 7. Copy and/or furnish DCPS on all DCPS relative correspondence and provide meeting invitation to any DCPS related meetings.**

### **B. DCPS shall:**

- 1. DCPS shall provide full funding for all services and products ordered, subject to the limitations set forth in Section VI above.**
- 2. Coordinate with DCPS customers to place orders for services and products directly with Verizon.**
- 3. Advise GSA of problems with Verizon that may affect the quality, delivery or costs of services or products.**
- 4. Review and approve a transition plan, in coordination with GSA, to transition to WITS2001 with minimal impact on DCPS customers.**

5. Be responsible for ascertaining DCPS customer requirements to meet current and future needs.
6. Serve as the single Point of Contact for WITS2001 services provided to the DCPS Components in the District of Columbia.
7. Ensure that all services or products ordered as ODC are within the scope of the WITS2001 contract.

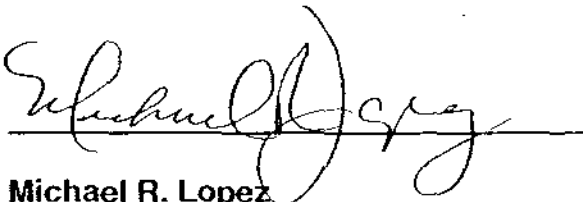
**IX. SPECIAL DCPS PROVISIONS:**

Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated April 2003, as amended, shall be applicable to this Memorandum. However, should any conflict arise the following Order of Precedence shall apply:

1. This Memorandum of Understanding
2. Terms and conditions of the WITS2001 contract vehicle
3. The District Standard Contract Provisions

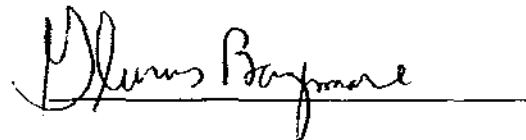
**X. ADMINISTRATION:**

1. This Memorandum shall be reviewed, as mutually agreed by both parties, on an as-needed basis.
2. The Director, Customer Relations Management Center (CRMC), FTS, NCR, GSA, and the DCPS Agency Chief Contracting Officer are authorized to make mutually agreed changes to this Memorandum.



**Michael R. Lopez**  
**Director**  
**Customer Relations Management Center**  
**Federal Technology Service**  
**General Services Administration**

10-5-2004  
 Date



**GLORIOUS BAZEMORE**  
**AGENCY CHIEF CONTRACTING OFFICER**

**District of Columbia Public**  
**Schools**

<sup>HB</sup>  
2/4/05  
 Date



GA0P5001983

**VERIZON**

PO BOX 17577 Attn: J.Lambertis  
 Baltimore, MD 21297-0513  
 301 989-4732 fax 301 989-4581

Invoice No. 979964403

**INVOICE****Customer**

Name DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
 Address 825 NORTH CAPITOL ST NE 8TH FLOOR  
 City WASHINGTON State DC ZIP 20002  
 Phone Anegla Felder 202 442-5690

Date 2/2/05  
 Order No. Angela Felder  
 Services ATM DS3  
 Date Due 2/11/05

Qty	Description	Unit Price	TOTAL
	Master Summary Account 797278072 079 727-8072 ATM Network Invoice. Payment to be applied to open balance on existing ATM Network Services.	\$500,000.00	
	If customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from the FUSF for the Services provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation.		

*Charles J. Henry* 2-8-2005

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

PON GA0P4003801

Partial ATM Network Invoice

SubTotal	
Shipping & Handling	
Taxes	
State	
	\$500,000.00

Total amount for this Service as 2/2/2005  
 is \$5,939,542.65. Please remit payment  
 in person to 2055 L ST NW 5th Flr

Thank You!

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0P5002503

PAGE: 01  
DATE: 03/01/05

REQUISITION DATE: 03/01/2005 5. REQUISITIONING OFFICE: GA64521  
REQUESTED DELIVERY DATE: 03/02/2005 ADDRESS: DCPS - OFFICE OF INFORMATION  
REQUISITIONER NAME: CHARLES THOMPSON/ANGELA FELDER 825 NORTH CAPITOL STREET NE  
REQUISITION AGENCY: DCPS - OFFICE OF INFORMAT WASHINGTON DC 20002  
DELIVER TO: (IF DIFFERENT FROM #5) 7. BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: OFFICE OF INFO TECH ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
825 NORTH CAPITOL STREET NE 825 NORTH CAPITOL ST., N.E  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: CHARLES THOMPSON/ANGELA FELDER CONTACT:  
TEL NO.: 202-442-5692 FX #: 202-442-5669 TEL NO.: 202-442-5300 FAX #: 202-442-5306

P.O. DATE: 03/01/2005 13. SUPPLIER INFORMATION :  
QUOTE DATE: / / NAME: VERIZON  
IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN  
ACCORDANCE WITH ALL PROVISIONS OF WASHINGTON DC 20036  
CONTRACT NO: CONTACT: NJIE  
DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #: 800-727-4339 FAX #: - -  
F.O.B POINT: DESTINATION DELIVER DATE: 03/02/2005

PRODUCT/SERVICE INFORMATION

E PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
91082	EA	1.0000	500,000.00	500,000.00
Wiring and Other Electrical Maintenance and Repair Services				
THIS PURCHASE ORDER IS FOR THIRD PAYMENT FOR THE ATM CELL RELAY				
SERVICES. THIS PAYMENT GOES AGAINST THE \$6 MILLION DEBT FOR THE				
ATM CELL RELAY SERVICES.				
QUESTIONS SHALL BE REFERRED TO CHARLES THOMPSON AND ANGELA FELDER				
AT 442-5660 OR 442-5692				

ACCOUNTING INFORMATION

ATCH TYPE: AA INTERFACE TYPE: PO  
AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
3A0 05 45211 99000 0409 500,000.00  
100.00 %  
ER : Pauline S. Barrett TOTAL ENCUMBRANCE: 500,000.00  
# : 202-442-5111

FORORIZED SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_  
CONTRACTING OFFICER

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0P5001514

PAGE: 01  
DATE: 01/11/05

REQUISITION DATE: 01/11/2005 5. REQUISITIONING OFFICE: GA64221  
REQUESTED DELIVERY DATE: 01/31/2005 ADDRESS: DCPS-PLANNING, DESIGN & CONS  
REQUISITIONER NAME: TAMA TOLSON 1709 3RD STREET, N.E.  
REQUISITION AGENCY: DCPS-PLANNING, DESIGN & C WASHINGTON DC 20002

DELIVER TO: (IF DIFFERENT FROM #5) 7. BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: OFFICE OF INFO TECH ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
825 NORTH CAPITOL STREET, 8T 825 NORTH CAPITOL ST., N.E.  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: TAMA TOLSON CONTACT: --  
TEL NO.: 202-576-5589 FX #: - - TEL NO.: 202-442-5300 FAX #: 202-442-5306

P.O. DATE: 01/11/2005 13. SUPPLIER INFORMATION :  
QUOTE DATE: / / NAME: VERIZON  
IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN WASHINGTON DC 20036  
ACCORDANCE WITH ALL PROVISIONS OF CONTRACT: NJIE  
CONTRACT NO: CONTACT: NJIE  
DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #: 800-727-4339 FAX #: - -  
F.O.B POINT: DESTINATION DELIVER DATE: 01/31/2005

PRODUCT/SERVICE INFORMATION

E PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
91082	EA	1.0000	297,337.22	297,337.22
Wiring and Other Electrical Maintenance and Repair Services				
THIS PURCHASE ORDER IS FOR PARTIAL PAYMENT FOR ATM CELL RELAY SERVICES				
. THIS IS THE SECOND PAYMENT TOWARDS THE \$6MILLION DEBT. ADDITIONAL				
PAYMENTS WILL BE MADE AT A LATER DATE.				
THIS IS PART OF THE E-RATE PROGRAMMING.				

ACCOUNTING INFORMATION

MATCH TYPE: AA INTERFACE TYPE: PO  
AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
GA0 98 BS32D 95101 0409 SG30204 297,337.22  
100.00 %  
ER : PAULINE S. BARRETT TOTAL ENCUMBRANCE: 297,337.22  
# : 202-442-5114

HORIZED SIGNATURE

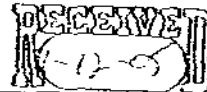
  
CONTRACTING OFFICER

DATE: 1/12/05

This PO was signed to render payment to Verizon to prevent disruption of critical services per the attached memo dated 1/12/05 from the CTO Charles Thompson. In addition the CTO will provide a chronology of this requirement outlining the history of this requirement and the plan of action for long term contract. See Attached memo dated 1/12/05 and the email dated 1/12/05 and 1/13/05



**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**



**Office of Information & Technology**  
825 North Capitol Street, N.E., 8<sup>th</sup> Floor  
Washington, DC 20002-4232  
(202) 442-5340 • FAX (202) 442-5669

**MEMORANDUM**

**TO:** Glorious Bazemore  
Acting Chief Procurement Officer

**FROM:**   
Charles T. Thompson *for*  
Chief Technology Officer

**DATE:** January 12, 2005

**SUBJECT:** VERIZON PURCHASE ORDER (GA0P5001514)

Verizon has advised the Office of Information Technology that services will be disrupted effective immediately if issues regarding processing payment are not resolved. The services currently provided are essential to the schools and program offices within DCPS. If these services are disrupted, all services related to instruction to students, internet and network services to schools and programs offices will cease thereby jeopardizing the safety and instructional welfare of students and staff.

The purchase order provides for a process that would ensure partial payment to prevent disruption of the essential services to DCPS.

Please do not hesitate to contact me if additional information is needed.

njb/

cc: Mr. Thomas Brady  
Mr. Capers Brown ✓

## Brown, Capers (OCA)

---

**From:** Brooks, Norma (OIT)  
**Sent:** Wednesday, January 12, 2005 1:16 PM  
**To:** Brown, Capers (OCA)  
**Subject:** FW: Verizon Invoice Partial Payment

**Importance:** High

Per your request.

-----Original Message-----

**From:** Thompson, Charles (OIT)  
**Sent:** Friday, January 07, 2005 6:36 AM  
**To:** Brady, Thomas (OOS); Conley, Nicole (CFO)  
**Cc:** LaCour, Chris (CFO); Mazyck, Veleter (OGC); Brooks, Norma (OIT)  
**Subject:** RE: Verizon Invoice Partial Payment  
**Importance:** High

It is my understanding that there is an accrued PO for Verizon which has ~200K as a balance. (Norma, please confirm the PO number and the balance)

The remaining 300K will come from the account that Nicole and Mr. Brady reference.

Upon Norma's return Monday, we will immediately start the process.

Charles

---

**From:** Brady, Thomas (OOS)  
**Sent:** Thursday, January 06, 2005 9:16 AM  
**To:** Thompson, Charles (OIT); Conley, Nicole (CFO)  
**Cc:** LaCour, Chris (CFO); Mazyck, Veleter (OGC)  
**Subject:** Verizon Invoice Partial Payment

All

As you know the negotiations with Verizon on past due services and contracts for future services, continues. As a good faith measure, I negotiated (and the Supe approved) a partial payment of \$500K towards the \$6M debt while we seek E-Rate reclamation and resolution.

Charles :

please initiate a \$500K payment request using the invoice we have from Verizon and use the \$3.5M e-rate monies that Nicole indicated are available. Once the successful e-rate reimbursement from Schools and Libraries D is rec'd , your account will be reimbursed.

Chris:

this is high priority matter. Could you please assist us in getting it through the system and hold the check so I can personally deliver to Verizon.

Thanks

Tom Brady

Anthony A. Lewis  
President



2055 L Street, N.W., 5th Floor  
Washington, DC 20036

Phone 202 392-3700  
Fax 202 887-9195  
anthony.a.lewis@verizon.com

January 14, 2005

Thomas Brady  
Chief Operating Officer  
DC Public Schools  
9<sup>th</sup> Floor  
825 North Capitol Street, NE  
Washington, DC 20002

Dear Tom:

After discussions with you and further internal review, Verizon is willing to continue provision of ATM services to the DC Public Schools (the "Schools") under filed and effective tariffs on file with the DC Public Service Commission subject to all of the following conditions:

1. The Schools will make an initial payment of \$500,000 on or before January 24, 2005.
2. The Schools will make an additional payment of \$495,000 on or before February 11, 2005.
3. The Schools will submit the tariff service arrangement and the substance of this letter (the "ATM Service Arrangement") for approval to the School Board by February 9, 2005 and secure approval by February 16, 2005.
4. The Schools will submit the ATM Service Arrangement approved by the School Board to the City Council for approval by March 1, 2005 and secure approval by March 8, 2005.
5. The Schools will pay 100% of past due amounts for ATM services at tariffed rates, including late payment charges, on or before March 15, 2005.
6. The Schools will pay 100% of tariffed charges for ATM services prospectively commencing March 8, 2005.

In the event that the Schools fails to make payments, submit matters for approval or secure approvals by the times stated above, Verizon will terminate services on the day following the failure without further notice to the Schools.

Verizon believes the payment plan and approval structure set forth above will afford the Schools a final opportunity to pay filed rates for ATM services and avoid disconnection of service. If the Schools cannot implement this structure, Verizon, regrettably will be forced to discontinue service per its November 2004 notice to the Schools.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to be "A. Lewis", written over a horizontal line.

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF CONTRACTING AND PROCUREMENT  
PURCHASE NOTIFICATION  
PURCHASE ORDER ID: GA0P5001983

PAGE: 01  
DATE: 02/07/05

-----  
.REQUISITION DATE: 02/02/2005 5.REQUISITIONING OFFICE: GA64521  
.REQUESTED DELIVERY DATE: 02/28/2005 ADDRESS: DCPS - OFFICE OF INFORMATION  
.REQUISITIONER NAME: CHARLES THOMPSON/ANGELA FELD 825 NORTH CAPITOL STREET NE  
.REQUISITION AGENCY: DCPS - OFFICE OF INFORMAT WASHINGTON DC 20002  
-----  
.DELIVER TO: (IF DIFFERENT FROM #5) 7.BILL TO: DISTRICT OF COLUMBIA PS  
ADDRESS: OFFICE OF INFORMATION TEC ADDRESS: DCPS-ACCOUNTS PAYABLE-7TH FL  
825 NORTH CAPITOL STREET NE 825 NORTH CAPITOL ST., N.E  
WASHINGTON DC 20002 WASHINGTON DC 20002  
CONTACT: CHARLES THOMPSON/ANGELA FELDER CONTACT:  
TEL NO.: 202-442-5692 FX #:202-442-5669 TEL NO.: 202-442-5300 FAX #:202-442-5306  
-----

.P.O. DATE: 02/07/2005 13.SUPPLIER INFORMATION :  
.QUOTE DATE: / / NAME: VERIZON  
.IF USED IN CONJUNCTION WITH A CONTRACT 2055 L STREET, N.W.  
AWARD, PURCHASE ORDER IS PLACED IN WASHINGTON DC 20036  
ACCORDANCE WITH ALL PROVISIONS OF  
CONTRACT NO: CONTACT: NJIE  
.DISC TERMS: % NET 30 (FOR P.O. ONLY) TEL #:800-727-4339 FAX #: - -  
.F.O.B POINT: DESTINATION DELIVER DATE: 02/28/2005  
-----

PRODUCT/SERVICE INFORMATION

NE	PRODUCT CODE/DESCRIPTION	U/M	QTY	UNIT PRICE	AMOUNT
1	91082	EA	1.0000	500,000.00	500,000.00
Wiring and Other Electrical Maintenance and Repair Services THIS PURCHASE ORDER IS FOR THE THIRD INSTALLED PAYMENT FOR WIRING AND OTHER ELECTRICAL MAINTENANCE AND REPAIR SERVICES BY VERIZON TO DCPS. THIS PAYMENT GOES AGAINST THE 6 MILLION DOLLAR DEBT FOR THE ATM CELL RELAY SERVICES. QUESTIONS SHALL BE REFERRED TO CHARLES THOMPSON (202) 442-5660					

-----

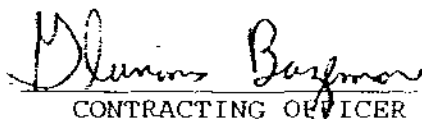
ACCOUNTING INFORMATION

MATCH TYPE: AA INTERFACE TYPE: PO  
AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 AMOUNT/PCT  
-----  
GA0 05 45211 99000 0409 500,000.00  
100.00 %

BY: PAULINE S. BARRETT  
TEL #: 202-442-5114

TOTAL ENCUMBRANCE: 500,000.00

AUTHORIZED SIGNATURE

  
CONTRACTING OFFICER

DATE: 2/7/05

**VERIZON**

PO BOX 17577 Attn: J.Lambertis  
Baltimore, MD 21297-0513  
301 989-4732 fax 301 989-4581

Invoice No. 979964403

**INVOICE****Customer**

Name DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
Address 825 NORTH CAPITOL ST NE 8TH FLOOR  
City WASHINGTON State DC ZIP 20002  
Phone Anegla Felder 202 442-5690

Date 2/2/05  
Order No. Angela Felder  
Services ATM DS3  
Date Due 2/11/05

Qty	Description	Unit Price	TOTAL
	Master Summary Account 797278072 079 727-8072 ATM Network Invoice. Payment to be applied to open balance on existing ATM Network Services.	\$500,000.00	
	If customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from the FUSF for the Services provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation.		
		SubTotal	
		Shipping & Handling	
		Taxes State	
			\$500,000.00

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

PON GA0P4003801

Partial ATM Network Invoice

Total amount for this Service as 2/2/2005  
is \$5,939,542.65 Please remit payment  
in person to 2055 L ST NW 5th Flr

Thank You!



1985 ~~2978~~

PCHL2100 V4.1

ADVANCED PURCHASING/INVENTORY

02/02/2005 11:04

LINK TO:

REQUISITION HEADER ENTRY

REQ ID : GA0R5002910 DOC TYPE: RQ DUE DATE: 02/11/2005 INTF TYPE: RQ  
ACTION IND: A REQ/JT : R EFF DATE: 02/02/2005 WHSE :  
DEPARTMENT: GA64521 DCPS - OFFICE OF INFORMATION TECHNOLOGY  
CONTACT : CHARLES THOMPSON/ANGELA FELDER STATUS: APPR  
TELEPHONE : 202 442 5692 EXT. NOTE PAD: N (Y/N) CREATE: 02/02  
ADDRESS : 825 NORTH CAPITOL STREET NE UPDATE: 02/02  
8TH FLOOR POST :  
CITY : WASHINGTON ST: DC ZIP: 20002  
BLANKET PO ID : BUYER CODE : GACR  
RECOMMENDED VENDOR : 1530046277 VERIZON  
BILL TO NAME : DISTRICT OF COLUMBIA PS BILL TO ADDRESS CODE : GA0AP  
SPLIT CAPABILITY : Y (Y/N) TERM IND: N  
DISTRIBUTION METHOD: S ("S" SINGLE; "M" MULTIPLE; "P" PCT) QUOTES : N  
MASTER ACCOUNTING INFORMATION - EXPANDED ACCT: N  
SF AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH AG1 AG2 AG3 PERCENT  
01 GA0 05 45211 99000 0409

F1-HELP F2-COPY REQ F3-DELETE F4-OTH KEY F5-NEXT F6-VW DOC F7-SEL V  
F8-SEL TERMS F9-LINK F10-SAVE F11-VW ACCT F12-PRINT ENTER-INQUIRE CL-E  
REQUISITION IS SUBMITTED FOR APPROVAL PROCESSING



## **DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

---

### ***Office of Information & Technology***

825 North Capitol Street, N.E., 8<sup>th</sup> Floor


Washington, DC 20002-4232

(202) 442-5340 • FAX (202) 442-5669

### **MEMORANDUM**

TO: Glorious Bazemore  
Acting Chief Procurement Officer

FROM:

  
Charles T. Thompson  
Chief Technology Officer

DATE: February 2, 2005 

SUBJECT: VERIZON 2<sup>nd</sup> PAYMENT

The Office of Information Technology has been advised by Verizon that services will be disrupted effective immediately if the second payment is not received in the series by February 11, 2005. The services currently provided are essential to the schools and program offices within DCPS. If these services are disrupted all internet and network services to schools and programs offices will cease thereby jeopardizing the safety and instructional welfare of students and staff.

Please do not hesitate to contact me if additional information is needed.

aff/

cc: Mr. Thomas Brady  
Mr. Capers Brown



**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

---

**Office of Information & Technology**

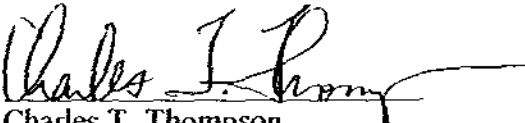
825 North Capitol Street, N.E., 8<sup>th</sup> Floor


Washington, DC 20002-4232

(202) 442-5340 • FAX (202) 442-5669

**MEMORANDUM**

TO: Glorious Bazemore  
Acting Chief Procurement Officer

FROM:   
Charles T. Thompson  
Chief Technology Officer

DATE: February 2, 2005 

SUBJECT: VERIZON 2<sup>nd</sup> PAYMENT

The Office of Information Technology has been advised by Verizon that services will be disrupted effective immediately if the second payment is not received in the series by February 11, 2005. The services currently provided are essential to the schools and program offices within DCPS. If these services are disrupted all internet and network services to schools and programs offices will cease thereby jeopardizing the safety and instructional welfare of students and staff.

Please do not hesitate to contact me if additional information is needed

aff/

cc: Mr. Thomas Brady  
Mr. Capers Brown

PCHL2100 V4.1

ADVANCED PURCHASING/INVENTORY

02/02/2005 11:04

LINK TO:

REQUISITION HEADER ENTRY

REQ ID : GA0R5002910 DOC TYPE: RQ DUE DATE: 02/11/2005 INTF TYPE: RQ  
ACTION IND: A REQ/JT : R EFF DATE: 02/02/2005 WHSE :  
DEPARTMENT: GA64521 DCPS - OFFICE OF INFORMATION TECHNOLOGY  
CONTACT : CHARLES THOMPSON/ANGELA FELDER STATUS: APPR  
TELEPHONE : 202 442 5692 EXT. NOTE PAD: N (Y/N) CREATE: 02/02  
ADDRESS : 825 NORTH CAPITOL STREET NE UPDATE: 02/02  
8TH FLOOR POST :  
CITY : WASHINGTON ST: DC ZIP: 20002  
BLANKET PO ID : BUYER CODE : GACR  
RECOMMENDED VENDOR : 1530046277 VERIZON  
BILL TO NAME : DISTRICT OF COLUMBIA PS BILL TO ADDRESS CODE : GA0AP  
SPLIT CAPABILITY : Y (Y/N) TERM IND: N  
DISTRIBUTION METHOD: S ("S" SINGLE; "M" MULTIPLE; "P" PCT) QUOTES : N  
MASTER ACCOUNTING INFORMATION - EXPANDED ACCT: N  
SF AGY YR INDEX PCA OBJ AOBJ GRANT/PH PROJ/PH - AG1 AG2 AG3 PERCENT  
01 GA0 05 45211 99000 0409

F1-HELP F2-COPY REQ F3-DELETE F4-OTH KEY F5-NEXT F6-VW DOC F7-SEL V  
F8-SEL TERMS F9-LINK F10-SAVE F11-VW ACCT F12-PRINT ENTER-INQUIRE CL-E  
REQUISITION IS SUBMITTED FOR APPROVAL PROCESSING

**VERIZON**

PO BOX 17577 Attn: J.Lambertis  
Baltimore, MD 21297-0513  
301 989-4732 fax 301 989-4581

Invoice No. 979964403

**INVOICE****Customer**

Name DISTRICT OF COLUMBIA PUBLIC SCHOOLS  
Address 825 NORTH CAPITOL ST NE 8TH FLOOR  
City WASHINGTON State DC ZIP 20002  
Phone Anegla Felder 202 442-5690

Date 2/2/05  
Order No. Angela Felder  
Services ATM DS3  
Date Due 2/11/05

Qty	Description	Unit Price	TOTAL
	Master Summary Account 797278072 079 727-8072 ATM Network Invoice. Payment to be applied to open balance on existing ATM Network Services.  If customer fails to qualify for or secure FUSF funding or otherwise becomes ineligible for such funding or if the FUSF withdraws or cancels funding or the FUSF denies payment of any invoice submitted by Verizon, and Verizon is unable to obtain payment from the FUSF for the Services provided, Customer shall be obligated to pay one-hundred percent (100%) of the charges associated with such Services that are not paid to Verizon from FUSF E-Rate funding, subject to available budget authority under a current appropriation.	\$500,000.00	
		SubTotal	
		Shipping & Handling	
		Taxes State	
			\$500,000.00

**Payment Details**

- ☐ Cash  
☒ Check  
☐ Credit Card

PON GA0P4003801  
Partial ATM Network Invoice

Total amount for this Service as 2/2/2005  
is \$5,939,542.65. Please remit payment  
in person to 2055 L ST NW 5th Flr

Thank You!

Mary L. Coyne  
Vice President & General Counsel



2055 L Street, N.W., 5th Floor  
Washington, DC 20036

Phone 202 392-5296  
Fax 202 659-4948  
mary.l.coyne@verizon.com

June 22, 2005

**BY HAND AND E-MAIL**

Erika L. Pierson, Esq.  
Acting Deputy General Counsel  
D.C. Public Schools  
Office of General Counsel  
825 North Capitol St., N.E.  
Washington, D.C. 20002

Dear Ms. Pierson:

Please find enclosed a final bill for ATM and special construction services provided by Verizon to the District of Columbia Public Schools through and including June 22, 2005. Consistent with the parties' past practices, Verizon has computed the principal amounts and the late payment charges based on Verizon's tariffed rates.

Please feel free to contact me at the above number if you have any questions.

Very truly yours,

A handwritten signature in cursive script that reads "Mary L. Coyne".

Mary L. Coyne

Attachment

cc: Marlene Johnson, Esq. (electronic delivery only)

1009

Circuit Location	Circuit ID	Rate Element Circuit Speed	Turn Up Date	Bill Dates	Months & Days in Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate	Range of dates through 06/22/2005 (2) PVC DS-3 and OC12s = \$150.00/mo OC12 UBR=\$150.00/mo DS3 UBR=\$175	Total Monthly Recurring Tier One Tariff Charges for Circuit without Late Payment Charge (G + H)	Tariff Late Payment Charge at 10% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (I + J)	Total Payments Made	Outstanding unpaid Balance
Balance brought forward from March 23 2005												\$2,371,283.63
DCPS Administration 825 N Capitol St	10 MHCJ 108103 DC	OC12	11/20/2003	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$15.418 14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,860.00	\$29.06	\$2,889.06		
	UBR Circuitly Enabled	OC12 PVC	11/20/2003	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$233.32	\$66,500.00	\$66,733.32	\$677.98	\$67,411.30		
	DCPS Administration 425 N Capitol St	10 MHCJ 108104 DC	OC12	11/20/2003	2 Months & 29 Days	\$15.418 14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,860.00	\$29.06	\$2,889.06		
	UBR Circuitly Enabled	OC12 PVC	11/20/2003	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$233.32	\$66,500.00	\$66,733.32	\$677.98	\$67,411.30		
	DCPS Administration 825 N Capitol St	10 MHCJ 108105 DC	OC12	11/20/2003	2 Months & 29 Days	\$15.418 14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,860.00	\$29.06	\$2,889.06		
	UBR Circuitly Enabled	OC12 PVC	11/20/2003	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$233.32	\$66,500.00	\$66,733.32	\$677.98	\$67,411.30		
	DCPS Administration 825 N Capitol St	10 MHCJ 108106 DC	OC12	11/20/2003	2 Months & 29 Days	\$15.418 14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,860.00	\$29.06	\$2,889.06		
	UBR Circuitly Enabled	OC12 PVC	11/20/2003	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$233.32	\$66,500.00	\$66,733.32	\$677.98	\$67,411.30		
	DCPS Administration 825 N Capitol St	10 MHCJ 108107 DC	OC12	11/20/2003	2 Months & 29 Days	\$15.418 14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,860.00	\$29.06	\$2,889.06		

ATM Manual Bill

Circuit Location	Circuit ID	Rate Element	TURN UP Date	Bill Dates	Months & Days in Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate	Pro-rated Tier One Monthly Recurring Tariff Rate from 3/24/2005 through 6/22/2005	Total Monthly Recurring Tariff Charge for Circuit without Late Payment Charge (Q + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tariff Charge for Circuit with LPC (Q + J)	Total Payments Made	Outstanding unpaid Balance
DCPS Administration 925 N Capitol St	UBR Capable Enabled	OC12 PVC	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$233.32	\$68,500.00	\$68,500.00	\$677.98	\$67,411.30		
DCPS Administration 925 N Capitol St	10 MHCJ 104136 DC	OC12	11/20/2003	3/24/2005 Thru 6/22/2005	2 Months & 29 Days	\$15,418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,850.00	\$29.06	\$2,889.06		
	UBR Capability Enabled	OC12 PVC	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$233.32	\$68,500.00	\$68,500.00	\$677.98	\$67,411.30		
Eastern SHS / 1100 East Capitol St NE	10 MHCJ 104457 DC	OC12	11/20/2003	3/24/2005 Thru 6/22/2005	2 Months & 29 Days	\$15,418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,850.00	\$29.06	\$2,889.06		
	UBR Capability Enabled	OC12 PVC	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$233.32	\$68,500.00	\$68,500.00	\$677.98	\$67,411.30		
Reese SHS / 4301 13TH St NW	10 MHCJ 104464 DC	OC12	11/20/2003	3/24/2005 Thru 6/22/2005	2 Months & 29 Days	\$15,418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,850.00	\$29.06	\$2,889.06		
	UBR Capability Enabled	OC12 PVC	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$233.32	\$68,500.00	\$68,500.00	\$677.98	\$67,411.30		
School w/o Walls / 2122 G St NW	10 MHCJ 104455 DC	OC12	11/20/2003	3/24/2005 Thru 6/22/2005	2 Months & 29 Days	\$15,418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
	Logical Port Bandwidth	PVC CBR	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$10.00	\$2,850.00	\$2,850.00	\$29.06	\$2,889.06		
	UBR Capability Enabled	OC12 PVC	11/20/2003	11/20/2003 Thru 6/22/2005	19 Months & 2 Days	\$233.32	\$68,500.00	\$68,500.00	\$677.98	\$67,411.30		
Hamilton Sq / 1401 Broadway Pkwy	10 MHCJ 104462 DC	OC12	11/24/2003	11/24/2003 Thru 6/22/2005	18 Months & 29 Days	\$146.00	\$2,700.00	\$2,845.00	\$29.03	\$2,874.03		
	Logical Port Bandwidth	PVC CBR	11/24/2003	11/24/2003 Thru 6/22/2005	18 Months & 29 Days	\$3,383.14	\$83,000.00	\$86,383.14	\$877.41	\$87,060.55		



CIRCUIT LOCATION	CIRCUIT ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days in Service Through	Privatized Tier One Monthly Recurring Tariff Rate from 3/24/2003 through 6/22/2005 OC12=15.935.00/Mo DS-3=2890.00/Mo PVC Range of dates through 06/22/2005 (2) PVC DS-3 and OC12=15.100/Mo OC12 UBR=1300.00/Mo DS3 UBR=6375	Privatized Tier One Monthly Recurring Tariff Rate from 6/22/2005 through 6/22/2005 OC12=15.935.00/Mo DS-3=2890.00/Mo PVC Range of dates through 06/22/2005 (2) PVC DS-3 and OC12=15.100/Mo OC12 UBR=1300.00/Mo DS3 UBR=6375	Total Monthly Recurring Tier One Tariff Charges for Circuit without Late Payment Charge (IG + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (L+J)	Total Payments Made	Outstanding unpaid Balance
Balco SMS / 340.4TH SI SE	OC12	OC12	11/24/2003	3/24/2003 thru 6/22/2005	2 Months & 29 Days	Privatized Tier One Monthly Recurring Tariff Rate \$15.418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
Logica Port Bandwidth	PVC CBR	PVC CBR	11/24/2003	11/24/2003 Thru 6/22/2005	18 Months & 29 Days	\$145.00	\$2,700.00	\$2,845.00	\$29.03	\$2,874.03		
UBR Capability Enabled	OC12 PVC	OC12 PVC	11/24/2003	11/24/2003 Thru 6/22/2005	18 Months & 29 Days	\$3,383.14	\$63,000.00	\$66,383.14	\$677.41	\$67,060.55		
Cardiac SMS / 1300 Clinton St NW	OC12	OC12	11/24/2003	3/24/2003 thru 6/22/2005	2 Months & 29 Days	Privatized Tier One Monthly Recurring Tariff Rate \$15.418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
Logica Port Bandwidth	PVC CBR	PVC CBR	11/24/2003	11/24/2003 Thru 6/22/2005	18 Months & 29 Days	\$145.00	\$2,700.00	\$2,845.00	\$28.86	\$2,873.86		
UBR Capability Enabled	OC12 PVC	OC12 PVC	11/24/2003	11/24/2003 Thru 6/22/2005	18 Months & 29 Days	\$3,383.14	\$63,000.00	\$66,383.14	\$673.86	\$67,057.00		
McKale SMS/1511 St NW	OC12	OC12	7/16/2004	3/24/2003 thru 6/22/2005	2 Months & 29 Days	Privatized Tier One Monthly Recurring Tariff Rate \$15.418.14	\$31,870.00	\$47,288.14	\$473.67	\$47,761.81		
Logica Port Bandwidth	PVC CBR	PVC CBR	7/16/2004	7/16/2004 Thru 6/22/2005	11 Months & 5 Days	\$25.00	\$1,660.00	\$1,675.00	\$16.65	\$1,691.65		
UBR Capability Enabled	OC12 PVC	OC12 PVC	7/16/2004	7/16/2004 Thru 6/22/2005	11 Months & 5 Days	\$583.30	\$38,500.00	\$39,083.30	\$394.43	\$38,477.73		
Patricia Harris EC / 4820 Livingston Rd SE	DS-3	DS-3	12/1/2003	3/24/2003 thru 6/22/2005	2 Months & 29 Days	Privatized Tier One Monthly Recurring Tariff Rate \$2,793.57	\$5,780.00	\$8,573.57	\$86.86	\$8,660.43		
Logica Port Bandwidth	PVC CBR	PVC CBR	12/1/2003	12/1/2003 Thru 6/22/2005	18 Months & 21 Days	\$105.20	\$2,700.00	\$2,805.20	\$28.47	\$2,833.67		
UBR Capability Enabled	DS-3 PVC	DS-3 PVC	12/1/2003	3/24/2003 thru 6/22/2005	2 Months & 21 Days	\$262.50	\$6,750.00	\$7,012.50	\$71.18	\$7,083.68		
Cooridge / 6315 5th St NW	DS-3	DS-3	12/3/2003	3/24/2003 thru 6/22/2005	2 Months & 29 Days	Privatized Tier One Monthly Recurring Tariff Rate \$2,793.57	\$5,780.00	\$8,573.57	\$86.86	\$8,660.43		
Logica Port Bandwidth	PVC CBR	PVC CBR	12/3/2003	12/3/2003 Thru 6/22/2005	18 Months & 19 Days	\$55.00	\$2,700.00	\$2,795.00	\$28.37	\$2,823.37		
UBR Capability Enabled	DS-3 PVC	DS-3 PVC	12/3/2003	3/24/2003 thru 6/22/2005	18 Months & 19 Days	\$237.50	\$6,750.00	\$6,987.50	\$70.93	\$7,058.43		
Kramer JMS / 1700 Q St SE	DS-3	DS-3	12/3/2003	3/24/2003 thru 6/22/2005	2 Months & 29 Days	Privatized Tier One Monthly Recurring Tariff Rate \$2,793.57	\$5,780.00	\$8,573.57	\$86.86	\$8,660.43		

CIRCUIT LOCATION	CIRCUIT ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days in Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate	Pro-rated Tier One Monthly Recurring Tariff Rate from 3/24/2005 through 6/22/2005 OC12= 15,935.00/Mo DS-3 3= 2890.00/Mo PVC Range of rates through 06/22/2005 (2) PVC DS-3 and OC12= \$150/Mo Circuit without Late Payment Charge OC12 UBR=\$3500.00/Mo DS3 UBR=\$375	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (G + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (G + J)	Total Payments Made	Outstanding unpaid Balance
				12/03/2003 Thru 6/22/2005	18 Months & 19 Days	\$95.00	\$2,700.00	\$2,795.00	\$28.37	\$2,823.37		
		PVC CBR	12/3/2003	12/03/2003 Thru 6/22/2005	18 Months & 19 Days	\$237.50	\$6,750.00	\$6,887.50	\$70.93	\$7,568.43		
		DS-3 PVC	12/3/2003	6/22/2005 Thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
Buckley JHS / 5171 S. Dakota Avenue	10-HXJ 10718 DC	DS-3	12/5/2003	6/22/2005	18 Months & 17 Days	\$85.00	\$2,700.00	\$2,785.00	\$28.27	\$2,813.27		
		PVC CBR	12/5/2003	12/05/2003 Thru 6/22/2005	18 Months & 17 Days	\$212.50	\$6,750.00	\$6,962.50	\$70.68	\$7,033.18		
		DS-3	12/5/2003	6/22/2005	2 Months & 28 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
Burns SHS / 800 Echo St NW	10-HXJ 10719 DC	DS-3	12/5/2003	12/05/2003 Thru 6/22/2005	18 Months & 17 Days	\$85.00	\$2,700.00	\$2,785.00	\$28.27	\$2,813.27		
		PVC CBR	12/5/2003	6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
		DS-3	12/5/2003	6/22/2005	18 Months & 17 Days	\$212.50	\$6,750.00	\$6,962.50	\$70.68	\$7,033.18		
Barard ES / 430 Decatur St NW	10-HXJ 10770 DC	DS-3	12/5/2003	6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
		PVC CBR	12/5/2003	12/05/2003 Thru 6/22/2005	18 Months & 17 Days	\$85.00	\$2,700.00	\$2,785.00	\$28.27	\$2,813.27		
		DS-3	12/5/2003	6/22/2005	18 Months & 17 Days	\$212.50	\$6,750.00	\$6,962.50	\$70.68	\$7,033.18		
Anacostia SHS / 1601 16th St SE	10-HXJ 10717 DC	DS-3	12/5/2003	12/05/2003 Thru 6/22/2005	18 Months & 17 Days	\$212.50	\$6,750.00	\$6,962.50	\$70.68	\$7,033.18		
		PVC CBR	12/5/2003	6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
		DS-3	12/5/2003	6/22/2005	18 Months & 17 Days	\$212.50	\$6,750.00	\$6,962.50	\$70.68	\$7,033.18		
		PVC CBR	12/5/2003	12/15/2003 Thru 6/22/2005	18 Months & 6 Days	\$30.00	\$2,700.00	\$2,730.00	\$27.71	\$2,757.71		
		DS-3	12/5/2003	6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
		PVC CBR	12/5/2003	6/22/2005	18 Months & 6 Days	\$75.00	\$6,750.00	\$6,825.00	\$69.28	\$6,894.28		
Elmington Sch for the Arts / 1698 35th St NW	10-HXJ 10734 DC	DS-3	12/22/2003	6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$8,659.45		
		PVC CBR	12/22/2003	12/22/2003 Thru 6/22/2005	18 Months	\$0.00	\$2,700.00	\$2,700.00	\$27.41	\$2,727.41		

# ATM Manual Bill

CIRCUIT LOCATION	CIRCUIT ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days in Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate	Total Monthly Recurring Tier One Tariff Charges for Circuit without Late Payment Charge (G + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (J+J)	Total Payments Made	Outstanding unpaid Balance
Randall-Highlands ES / 650 30th St SE	UBR Capability Enabled	DS-3 PVC	12/22/2003	12/22/2003 Thru 6/22/2005	18 Months & 2 Months & 29 Days	\$0.00	\$6,750.00	\$6,750.00	\$6,750.00	\$6,750.00	
	10 HIXJ 10722 DC	DS-3	12/23/2003	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,760.00	\$5,760.00	\$5,760.00	\$5,760.00	
	Logical Port Bandwidth	PVC CBR	12/23/2003	12/23/2003 Thru 6/22/2005	17 Months & 29 Days	\$145.00	\$2,550.00	\$2,695.00	\$2,730	\$2,722.33	
	UBR Capability Enabled	DS-3 PVC	12/23/2003	12/23/2003 Thru 6/22/2005	17 Months & 29 Days	\$362.50	\$6,375.00	\$6,737.50	\$64.66	\$6,802.16	
Dunbar / 1301 New Jersey Ave NW	10 HIXJ 10721 DC	DS-3	1/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,760.00	\$6,573.57	\$65.88	\$6,659.45	
	Logical Port Bandwidth	PVC CBR	1/5/2004	1/5/2004 Thru 6/22/2005	16 Months & 17 Months & 17 Days	\$85.00	\$2,700.00	\$2,785.00	\$28.27	\$2,813.27	
	UBR Capability Enabled	DS-3 PVC	1/5/2004	1/5/2004 Thru 6/22/2005	17 Months & 17 Days	\$162.50	\$6,375.00	\$6,537.50	\$66.31	\$6,603.81	
	10 HIXJ 10722 DC	DS-3	1/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,760.00	\$6,573.57	\$65.88	\$6,659.45	
Minor Washington CHS / 27 O St NW	Logical Port Bandwidth	PVC CBR	1/5/2004	1/5/2004 Thru 6/22/2005	17 Months & 17 Days	\$85.00	\$2,700.00	\$2,835.00	\$26.73	\$2,861.73	
	UBR Capability Enabled	DS-3 PVC	1/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$212.50	\$6,375.00	\$6,587.50	\$68.81	\$6,654.31	
	10 HIXJ 10725 DC	DS-3	1/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,760.00	\$6,573.57	\$65.88	\$6,659.45	
	Logical Port Bandwidth	PVC CBR	1/5/2004	1/5/2004 Thru 6/22/2005	17 Months & 17 Days	\$85.00	\$2,550.00	\$2,635.00	\$28.73	\$2,663.73	
Jeherson JHS / 801 7th St SW	UBR Capability Enabled	DS-3 PVC	1/5/2004	1/5/2004 Thru 6/22/2005	17 Months & 2 Months & 29 Days	\$212.50	\$6,375.00	\$6,587.50	\$64.66	\$6,652.16	
	10 HIXJ 10725 DC	DS-3	1/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,760.00	\$6,573.57	\$65.88	\$6,659.45	
	Logical Port Bandwidth	PVC CBR	1/5/2004	1/5/2004 Thru 6/22/2005	17 Months & 17 Days	\$85.00	\$2,550.00	\$2,635.00	\$28.73	\$2,663.73	
	UBR Capability Enabled	DS-3 PVC	1/5/2004	1/5/2004 Thru 6/22/2005	17 Months & 2 Months & 29 Days	\$212.50	\$6,375.00	\$6,587.50	\$64.66	\$6,652.16	
Minor ES / 601 15th St NE	10 HIXJ 10725 DC	DS-3	1/6/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,760.00	\$6,573.57	\$65.88	\$6,659.45	
	Logical Port Bandwidth	PVC CBR	1/6/2004	1/6/2004 Thru 6/22/2005	17 Months & 16 Days	\$80.00	\$2,650.00	\$2,630.00	\$26.68	\$2,656.68	
	UBR Capability Enabled	DS-3 PVC	1/6/2004	1/6/2004 Thru 6/22/2005	17 Months & 16 Days	\$200.00	\$6,375.00	\$6,575.00	\$68.89	\$6,643.89	
	UBR Capability Enabled	DS-3 PVC	1/6/2004	1/6/2004 Thru 6/22/2005	16 Days	\$200.00	\$6,375.00	\$6,575.00	\$68.89	\$6,643.89	

ATM Manual Bill

CIRCUIT LOCATION	CIRCUIT ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days in Service Through 06/22/05	Prorated Tier One Monthly Recurring Tariff Rate from 3/24/2005 through 6/22/2005 OC12= 15,935.00/Mo DS-3 3x 2490.00/Mo PVC Range of rates through 06/22/2005 (2) PVC DS-3 and OC12's at \$150/Mo OC12 UBR= \$300.00/Mo DS3 UBR= \$375	Total Monthly Recurring Tariff One Tariff Charges for Circuit with LPC (H+J)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tariff One Tariff Charges for Circuit with LPC (H+J)	Outstanding unpaid Balance
Shades Main EC 4330 13th St NW	10-HIXJ-10793-DC	DS-3	1/6/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$8,573.57	\$8,573.57
	Logical Port Bandwidth	PVC CBR	1/6/2004	1/6/2004 Thru 6/22/2005	17 Months & 16 Days	\$80.00	\$2,550.00	\$2,630.00	\$2,630.00	\$2,630.00
	UBR Capability Enabled	DS-3 PVC	1/6/2004	1/6/2004 Thru 6/22/2005	17 Months & 16 Days	\$200.00	\$5,375.00	\$5,575.00	\$5,575.00	\$5,575.00
Francis JHS / 2425 N St NW	10-HIXJ-10788-DC	DS-3	1/6/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$8,573.57	\$8,573.57
	Logical Port Bandwidth	PVC CBR	1/6/2004	1/6/2004 Thru 6/22/2005	17 Months & 16 Days	\$80.00	\$2,550.00	\$2,630.00	\$2,630.00	\$2,630.00
	UBR Capability Enabled	DS-3 PVC	1/6/2004	1/6/2004 Thru 6/22/2005	17 Months & 16 Days	\$200.00	\$5,375.00	\$5,575.00	\$5,575.00	\$5,575.00
Hine JHS / 335 8th St SE	10-HIXJ-10789-DC	DS-3	1/7/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$8,573.57	\$8,573.57
	Logical Port Bandwidth	PVC CBR	1/7/2004	1/7/2004 Thru 6/22/2005	17 Months & 15 Days	\$75.00	\$2,550.00	\$2,625.00	\$2,625.00	\$2,625.00
	UBR Capability Enabled	DS-3 PVC	1/7/2004	1/7/2004 Thru 6/22/2005	17 Months & 15 Days	\$187.50	\$6,375.00	\$6,562.50	\$6,562.50	\$6,562.50
Johnson JHS / 1400 Bruce Pl SE	10-HIXJ-10779-DC	DS-3	1/7/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$8,573.57	\$8,573.57
	Logical Port Bandwidth	PVC CBR	1/7/2004	1/7/2004 Thru 6/22/2005	17 Months & 15 Days	\$75.00	\$2,550.00	\$2,625.00	\$2,625.00	\$2,625.00
	UBR Capability Enabled	DS-3 PVC	1/7/2004	1/7/2004 Thru 6/22/2005	17 Months & 15 Days	\$187.50	\$6,375.00	\$6,562.50	\$6,562.50	\$6,562.50
Takoma ES / 7010 Piny Branch Rd NW	10-HIXJ-10787-DC	DS-3	1/7/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$8,573.57	\$8,573.57
	Logical Port Bandwidth	PVC CBR	1/7/2004	1/7/2004 Thru 6/22/2005	17 Months & 15 Days	\$75.00	\$2,550.00	\$2,625.00	\$2,625.00	\$2,625.00
	UBR Capability Enabled	DS-3 PVC	1/7/2004	1/7/2004 Thru 6/22/2005	17 Months & 15 Days	\$187.50	\$6,375.00	\$6,562.50	\$6,562.50	\$6,562.50
Shadd ES / 5601 E Capitol St SE	10-HIXJ-10793-DC	DS-3	1/12/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$8,573.57	\$8,573.57

# ATM Manual Bill

CIRCUIT LOCATION	CIRCUIT ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days In Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate from 3/24/2005 through 6/22/2005 OC12= 15.835.00/Mo. DS-3 Range of dates through 06/22/2005 (3) PVC DS-3 and OC12's \$150.00/Mo. OC12 UBR=\$350.00/Mo. DS3 UBR=\$375	Total Monthly Recurring Tier One Tariff Charges for Circuit without Late Payment Charge (G + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (I + J)	Total Payments Made	Outstanding unpaid Balance
	Logical Port Bandwidth	PVC CBR	1/12/2004	1/12/2004 Thru 6/22/2005	17 Months & 10 Days	\$50.00	\$2,550.00	\$26.37	\$2,626.37		
	UBR Capability Enabled	DS-3 PVC	1/12/2004	1/12/2004 Thru 6/22/2005	17 Months & 10 Days	\$125.00	\$6,375.00	\$65.93	\$6,565.93		
Elgin 1830 Constitution Ave NE	10-HIXJ-0846 DC	DS-3	2/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$55.88	\$8,659.45		
	Logical Port Bandwidth	PVC CBR	2/5/2004	2/05/2004 Thru 6/22/2005	16 Months & 17 Days	\$85.00	\$2,400.00	\$25.16	\$2,510.16		
	UBR Capability Enabled	DS-3 PVC	2/5/2004	2/05/2004 Thru 6/22/2005	16 Months & 17 Days	\$712.50	\$6,200.00	\$62.96	\$6,270.46		
Yan Special Ed / 800 Perry St NE	10-HIXJ-10735 DC	DS-3	2/27/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$6,780.00	\$65.88	\$8,659.45		
	Logical Port Bandwidth	PVC CBR	2/27/2004	2/27/2004 Thru 6/22/2005	15 Months & 26 Days	\$130.00	\$2,250.00	\$24.10	\$2,404.10		
	UBR Capability Enabled	DS-3 PVC	2/27/2004	2/27/2004 Thru 6/22/2005	15 Months & 26 Days	\$325.00	\$5,625.00	\$60.34	\$6,010.34		
MC Lewis EC / 300 Bryant St NW	10-HIXJ-10792 DC	DS-3	2/27/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$55.88	\$8,659.45		
	Logical Port Bandwidth	PVC CBR	2/27/2004	2/27/2004 Thru 6/22/2005	15 Months & 26 Days	\$130.00	\$2,250.00	\$24.10	\$2,404.10		
	UBR Capability Enabled	DS-3 PVC	2/27/2004	2/27/2004 Thru 6/22/2005	15 Months & 26 Days	\$325.00	\$5,625.00	\$60.34	\$6,010.34		
Shaw JHS / 925 Rhode Island Ave NW	10-HIXJ-10780 DC	DS-3	3/2/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$55.88	\$8,659.45		
	Logical Port Bandwidth	PVC CBR	3/2/2004	3/02/2004 Thru 6/22/2005	15 Months & 20 Days	\$103.00	\$2,250.00	\$23.80	\$2,373.80		
	UBR Capability Enabled	DS-3 PVC	3/2/2004	3/02/2004 Thru 6/22/2005	15 Months & 20 Days	\$250.00	\$5,625.00	\$473.67	\$6,423.67		
Evans ES 5600 Capitol St SE	10-HIXJ-10842 DC	DS-3	3/15/2004	3/15/2004 Thru 6/22/2005	2 Months & 7 Days	\$2,793.57	\$5,780.00	\$55.88	\$8,659.45		
	Logical Port Bandwidth	PVC CBR	3/15/2004	05/22/2005	7 Days	\$36.00	\$2,250.00	\$23.14	\$2,308.14		

# ATM Manual Bill



Circuit Location	Circuit ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days In Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate	Pro-rated Tier One Monthly Recurring Tariff Rate from 3/24/2005 through 6/22/2005 OC12a 15,935.00/Mo PVC 3x 2890.00/Mo PVC OC12b 15,935.00/Mo DS-3 and OC12a = \$150.00/Mo OC12 UBR \$3500.00/Mo DS3 UBR \$4375	Total Monthly Recurring Tier One Tariff Charges for Circuit without Late Payment Charge (G + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (I + J)	Total Payments Made	Outstanding unpaid Balance
	UBR Capacity Enabled	DS-3 PVC	3/16/2004	3/16/2004 Thru 6/22/2005	15 Months & 7 Days	\$87.50	\$5,625.00	\$5,712.50	\$57.86	\$5,770.36		
Kay : 5001 Data Place NY	10 HIXJ 10845 DC	DS-3	3/19/2004	3/19/2004 Thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.89	\$6,659.45		
	Log ca Port Bandwidth	PVC CBR	3/19/2004	3/19/2004 Thru 6/22/2005	15 Months & 2 Days	\$10.00	\$2,250.00	\$2,260.00	\$22.86	\$2,282.86		
	UBR Capacity Enabled	DS-3 PVC	3/19/2004	3/19/2004 Thru 6/22/2005	2 Months & 2 Days	\$25.00	\$5,625.00	\$6,650.00	\$57.21	\$6,707.21		
Oyster ES : 2801 Caven St NY	10 HIXJ 10774 DC	DS-3	3/19/2004	3/19/2004 Thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$6,659.45		
	Logical Port Bandwidth	PVC CBR	3/19/2004	3/19/2004 Thru 6/22/2005	15 Months & 2 Days	\$10.00	\$2,250.00	\$2,260.00	\$22.88	\$2,282.88		
	UBR Capacity Enabled	DS-3 PVC	3/19/2004	3/19/2004 Thru 6/22/2005	2 Months & 2 Days	\$25.00	\$5,625.00	\$6,650.00	\$57.21	\$6,707.21		
Logan Swing : 215 G St NE	10 HIXJ 10786 DC	DS-3	3/23/2004	3/23/2004 Thru 6/22/2005	2 Months & 28 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$6,659.45		
	Logical Port Bandwidth	PVC CBR	3/23/2004	3/23/2004 Thru 6/22/2005	14 Months & 28 Days	\$145.00	\$2,100.00	\$2,245.00	\$22.71	\$2,267.71		
	UBR Capacity Enabled	DS-3 PVC	3/23/2004	3/23/2004 Thru 6/22/2005	2 Months & 29 Days	\$362.50	\$5,290.00	\$6,612.50	\$56.78	\$6,669.28		
Electric Johnson EC 4650 Banning Rd SE	10 HIXJ 11001 DC	DS-3	4/20/2004	4/20/2004 Thru 6/22/2005	14 Months & 2 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$6,659.45		
	Logical Port Bandwidth	PVC CBR	4/20/2004	4/20/2004 Thru 6/22/2005	2 Months & 2 Days	\$10.00	\$2,100.00	\$2,110.00	\$21.35	\$2,131.35		
	UBR Capacity Enabled	DS-3 PVC	4/20/2004	4/20/2004 Thru 6/22/2005	2 Months & 2 Days	\$25.00	\$5,250.00	\$6,275.00	\$50.37	\$6,325.37		
R : Terrell JMS 1000 1ST St. NY	10 HIXJ 10843 DC	DS-3	4/28/2004	4/28/2004 Thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$6,573.57	\$85.88	\$6,659.45		
	Logical Port Bandwidth	PVC CBR	4/28/2004	4/28/2004 Thru 6/22/2005	13 Months & 24 Days	\$120.00	\$1,950.00	\$2,070.00	\$20.93	\$2,090.93		
	UBR Capacity Enabled	DS-3 PVC	4/28/2004	4/28/2004 Thru 6/22/2005	2 Months & 24 Days	\$350.00	\$4,875.00	\$5,175.00	\$52.31	\$5,227.31		

# ATM Manual Bill

Verizon

Circuit Location	Circuit ID	Rate Element Circuit Speed	Turn Up Date	Bill Dates	Months & Days In Service Through	Pro-rated Tier One Monthly Recurring Tariff Rate	Range of dates through 06/22/2005 (2) PVC DS-3 and OC12s = \$150/Mo OC12 UBR=\$350.00/Mo DS3 UBR=\$375	Total Monthly Recurring Tier One Tariff Charges for circuit without Late Payment Charge (G + H)	Total Late Payment Charge at 10% (LBC)	Total Monthly Recurring Tier One Tariff Charges for circuit with LPC (I + J)	Total Payments Made	Outstanding unpaid Balance
US Air E S 201 Rogers Rd NE	10 HXJ 10847 DC	DS-3	5/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$85.89	\$8,659.46		
	Logica Port Bandwidth	PVC CBR	5/5/2004	5/05/2004 thru 6/22/2005	13 Months & 2 Days	\$10.00	\$1,950.00	\$1,950.00	\$19.81	\$1,979.81		
	UBR Capability Enabled	DS-3 PVC	5/5/2004	5/05/2004 thru 6/22/2005	13 Months & 2 Days	\$25.00	\$4,875.00	\$4,900.00	\$49.53	\$4,949.53		
	10 HXJ 10915 DC	DS-3	5/5/2004	3/24/2005 thru 6/22/2005	2 Months & 29 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$85.86	\$8,659.43		
Stuart Johnson MS 410 E S. NE	10 HXJ 10915 DC	DS-3	5/5/2004	5/05/2004 thru 6/22/2005	13 Months & 17 Days	\$85.00	\$1,950.00	\$2,035.00	\$20.57	\$2,055.57		
	Logica Port Bandwidth	PVC CBR	5/5/2004	5/05/2004 thru 6/22/2005	13 Months & 17 Days	\$212.50	\$4,875.00	\$5,087.50	\$51.43	\$5,138.93		
	UBR Capability Enabled	DS-3 PVC	5/5/2004	3/24/2005 thru 6/22/2005	2 Months & 12 Days	\$2793.57	\$1,500.00	\$3,293.57	\$32.86	\$3,326.43		
	10 HXJ 10781 DC	DS-3	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$60.00	\$1,500.00	\$1,560.00	\$15.73	\$1,575.73		
Champion ES 1825 Am S. NW	10 HXJ 10781 DC	DS-3	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$150.00	\$3,750.00	\$3,900.00	\$38.33	\$3,938.33		
	Logica Port Bandwidth	PVC CBR	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$150.00	\$3,750.00	\$3,900.00	\$38.33	\$3,938.33		
	UBR Capability Enabled	DS-3 PVC	5/10/2004	3/24/2005 thru 6/22/2005	2 Months & 28 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$85.89	\$8,659.46		
Key, Wier MS 1254 Am S. NE	10 HXJ 10790 DC	DS-3	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$60.00	\$1,500.00	\$1,560.00	\$15.73	\$1,575.73		
	Logica Port Bandwidth	PVC CBR	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$150.00	\$3,750.00	\$3,900.00	\$38.33	\$3,938.33		
	UBR Capability Enabled	DS-3 PVC	5/10/2004	3/24/2005 thru 6/22/2005	2 Months & 28 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$85.89	\$8,659.46		
	10 HXJ 10782 DC	DS-3	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$60.00	\$1,500.00	\$1,560.00	\$15.73	\$1,575.73		
	Logica Port Bandwidth	PVC CBR	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$150.00	\$3,750.00	\$3,900.00	\$38.33	\$3,938.33		
	UBR Capability Enabled	DS-3 PVC	5/10/2004	3/24/2005 thru 6/22/2005	2 Months & 28 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$85.89	\$8,659.46		
Champion ES 1825 Am S. NW	10 HXJ 10782 DC	DS-3	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$60.00	\$1,500.00	\$1,560.00	\$15.73	\$1,575.73		
	Logica Port Bandwidth	PVC CBR	5/10/2004	6/22/2005 thru 6/22/2005	10 Months & 12 Days	\$150.00	\$3,750.00	\$3,900.00	\$38.33	\$3,938.33		
	UBR Capability Enabled	DS-3 PVC	5/10/2004	3/24/2005 thru 6/22/2005	2 Months & 28 Days	\$2,793.57	\$5,780.00	\$8,573.57	\$85.89	\$8,659.46		
TOTAL COST FOR CIRCUITS						\$317,937.30	\$1,732,205.00	\$2,070,142.30	\$21,302.42	\$2,091,444.72		\$2,091,444.72
SUBTOTAL												\$4,462,728.38

ATM Manual Bill



CIRCUIT LOCATION	CIRCUIT ID	Rate Element Circuit Speed	TURN UP Date	Bill Dates	Months & Days In Service Through 06/22/05	Pro-rated Tier One Monthly Recurring Tariff Rate	Pro-rated Tier One Monthly Recurring Tariff Rate from 3/24/2005 through 6/22/2005 OC12= 15,935.00/Mo DS- 3= 2890.00/Mo PVC Range of dates through 06/22/2005 (2) PVC DS-3 and OC12's = \$159/Mo OC12 UBR=\$3500.00/Mo DS3 UBR=\$375	Total Monthly Recurring Tier One Tariff Charges for circuit without Late Payment Charge (G + H)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for Circuit with LPC (I + J)	Total Payments Made	Outstanding unpaid Balance
Balance Due as of June 22, 2005												\$4,462,726.35



CIRCUIT LOCATION	Total Special Construction Charges with Late Payment Charge through 2/04/2005	Total Special Construction Charges with Late Payment Charge 3/04/2005 through 6/04/2005	Total Charges with LPC (B + C)	Total Payments Made	Outstanding unpaid Balance (E - F)
Arlon/ 533 48th Pl. NE	\$30,050.24	\$301.25	\$30,351.49		
Anacostia 1601 16th St. SE	\$104,298.49	\$1,045.59	\$105,344.09		
Backus/ 5171 South Dakota Ave NE	\$11,165.92	\$111.94	\$11,277.86		
Balfour/ 3401 4th St. SE	\$18,736.12	\$187.83	\$18,923.95		
Banneker/ 800 Euclid St. NW	\$46,211.05	\$463.27	\$46,674.31		
Barnard/ 430 Decatur St. NW	\$30,050.24	\$301.25	\$30,351.49		
Beers/ 3600 Alabama Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
*Bell Multicultural/ 3145 Hiatt Pl. NW Note: Work was not performed at this location. Instead, DCPS and Verizon agreed to substitute work performed at a different location, Cleveland Elementary School 1825 8th St. NW, at the same	\$30,050.24	\$301.25	\$30,351.49		
Benning/ 100 41st St. NE	\$30,050.24	\$301.25	\$30,351.49		
Birney/ 250 M. L. King Ave., SE Note: Work was not performed at this location. Instead, DCPS and Verizon agreed to substitute work performed at a different location, Shadd Elementary School 5601 E. Capitol St SE, for	\$30,050.24	\$301.25	\$30,351.49		
Bowen / 101 M St SE	\$30,050.24	\$301.25	\$30,351.49		
Brent / 330 3rd St. SE	\$30,050.24	\$301.25	\$30,351.49		
Brightwood/ 1300 Nicholas St. NW	\$30,050.24	\$301.25	\$30,351.49		
Brookland/ 1150 Michigan Ave. NE	\$30,050.24	\$301.25	\$30,351.49		
Brown, Ron(Roper)/ 4800 Meade St. NE	\$30,050.24	\$301.25	\$30,351.49		
Browne/ 850 26th St. NE	\$30,050.24	\$301.25	\$30,351.49		
Bunker Hill/ 1401 Michigan Ave NE	\$30,050.24	\$301.25	\$30,351.49		
Burroughs/ 1820 Monroe St. NE	\$30,050.24	\$301.25	\$30,351.49		
Burrville/ 801 Division Ave. NE	\$30,050.24	\$301.25	\$30,351.49		
Cardozo/ 1300 Clifton St. NW	\$162,794.15	\$1,632.01	\$164,426.16		
Cleveland/ 1825 8th St. NW					
H.D. Cooke/ 2525 17th St. NW Note: Work was not performed at this location. Instead, DCPS and Verizon agreed to substitute work performed at a different location, M.C. Terrell 3300 Wheeler Rd SE, for the same rate	\$30,050.24	\$301.25	\$30,351.49		
Coolidge/ 6315 5th St NW	\$5,173.39	\$51.86	\$5,225.25		
Davis/ 4430 H St., SE	\$30,050.24	\$301.25	\$30,351.49		

CIRCUIT LOCATION	Total Special Construction Charges with Late Payment Charge through 2/04/2005	Total Special Construction Charges with Late Payment Charge 3/04/2005 through 6/04/2005	Total Charges with LPC (B + C)	Total Payments Made	Outstanding unpaid Balance (E - F)
DCPS Headquarters/ 825 N. Capitol St. NE Note: Contract amount of \$98,787.00 contained \$1,001.00 excess typographical error. Amount for this location has been reduced by \$1,001.00 to correct error.	\$4,897.65	\$49.10	\$4,946.75		
Deal/ 3815 Ford Dr. NW Note: Work was not performed at this location. Instead, DCPS and Verizon agreed to substitute work performed at a different location, Orr Elementary 2200 Minnesota Ave. SE, for the	\$30,050.24	\$301.25	\$30,351.49		
Douglass/ 2600 Douglas Pl. SE	\$30,050.24	\$301.25	\$30,351.49		
Draper, 908 Wahler Pl. SE	\$30,050.24	\$301.25	\$30,351.49		
Dunbar, 1700 E. Capital St. NE	\$155,190.99	\$1,555.79	\$156,746.78		
Eastern/ 4600 Livingston Rd. SE	\$28,369.82	\$284.41	\$28,654.23		
Eliot/ 1830 Constitution Ave. NE	\$30,050.24	\$301.25	\$30,351.49		
Emery/ 1720 1st St. NE	\$30,050.24	\$301.25	\$30,351.49		
Evans/ 5600 E. Capitol St. NE	\$30,050.24	\$301.25	\$30,351.49		
Fletcher-Johnson/ 4650 Benning Rd. SE	\$30,050.24	\$301.25	\$30,351.49		
Francis/ 2425 N St. NW	\$30,050.24	\$301.25	\$30,351.49		
Garfield 2435 Alabama Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
Garnet-Patterson/ 2001 10th St. NW	\$30,050.24	\$301.25	\$30,351.49		
Green/ 1500 Mississippi Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
Hamilton/ 1401 Brentwood Ave. SE	\$108,437.18	\$1,087.08	\$109,524.27		
Hardy (Rosario)/ 1819 35th St. NW Note: Work was not performed at this location. Instead, DCPS and Verizon agreed to substitute work performed at a different location, McKinley Tech 2nd & T St. NE, for the same rate	\$30,050.24	\$301.25	\$30,351.49		
Patricia R. Harris/ 4300 13th St. NW	\$38,732.76	\$388.30	\$39,121.06		
C.W. Harris/ 301 53rd St. SE	\$30,050.24	\$301.25	\$30,351.49		
Har/ 601 Mississippi Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
Hine/ 335 8th St. SE	\$30,050.24	\$301.25	\$30,351.49		
Hyde / 3219 O St. NW	\$30,050.24	\$301.25	\$30,351.49		
Janney / 4130 Atlemarie St. NW	\$30,050.24	\$301.25	\$30,351.49		
Jefferson/ 801 7th St. SW	\$17,329.14	\$173.72	\$17,502.87		
Johnson/ 1400 Bruce Pl. NE	\$30,050.24	\$301.25	\$30,351.49		
Kelly Miller/ 217 49th St. NE	\$30,050.24	\$301.25	\$30,351.49		

CIRCUIT LOCATION	Total Special Construction Charges with Late Payment Charge through 2/04/2005	Total Special Construction Charges with Late Payment Charge 3/04/2005 through 6/04/2005	Total Charges with LPC (B + C)	Total Payments Made	Outstanding unpaid Balance (E - F)
Kenilworth / 1300 44th St. NE	\$30,050.24	\$301.25	\$30,351.49		
Ketchum/ 1919 Eads St. SE	\$30,050.24	\$301.25	\$30,351.49		
Key / 5001 Dana Pl. NW	\$30,050.24	\$301.25	\$30,351.49		
Kimball/ 3375 Minnesota Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
M.L. King/ 3200 6th St. SE	\$30,050.24	\$301.25	\$30,351.49		
Kramer/ 1700 Q St. SE	\$13,049.63	\$130.82	\$13,180.45		
Lafayette/ 5701 Broad Branch RD. NW	\$30,050.24	\$301.25	\$30,351.49		
Langdon /1900 Everts St. NE	\$30,050.24	\$301.25	\$30,351.49		
LaSalle / 501 Riggs Rd. NE	\$30,050.24	\$301.25	\$30,351.49		
Leckie/ 4200 Martin Luther King Ave. SW	\$30,050.24	\$301.25	\$30,351.49		
K.C. Lewis/ 300 Bryant St. NW	\$30,050.24	\$301.25	\$30,351.49		
Lincoln/ 3101 16th St. NW	\$30,050.24	\$301.25	\$30,351.49		
Logan Swing/ 215 G. St. NE	\$30,050.24	\$301.25	\$30,351.49		
Ludlow-Taylor/ 659 G St. NE	\$30,050.24	\$301.25	\$30,351.49		
MacFarland/ 4400 IOWA Ave. NW	\$30,050.24	\$301.25	\$30,351.49		
Malcom X/ 1351 Alabama Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
Mann/ 4430 Newark St. NW	\$30,050.24	\$301.25	\$30,351.49		
Marshall/ 3100 Fort Lincoln Dr. NE	\$30,050.24	\$301.25	\$30,351.49		
Maury/ 1250 Construction Ave. NE	\$30,050.24	\$301.25	\$30,351.49		
McKinley Tech/ 2nd & T St. NE					
Miner 601 15th St. NE	\$30,050.24	\$301.25	\$30,351.49		
Moten/ 1565 Morris Rd. SE	\$30,050.24	\$301.25	\$30,351.49		
Murch/ 4810 36th St. NW	\$30,050.24	\$301.25	\$30,351.49		
Noyes/ 2725 10th St. NE	\$30,050.24	\$301.25	\$30,351.49		
Orr/ 2200 Minnesota Ave. SE					
Oyster/ 2801 Calvert St. NW	\$30,050.24	\$301.25	\$30,351.49		
Park View/ 3560 Warder St. NW	\$30,050.24	\$301.25	\$30,351.49		
Patterson/ 4300 S. Capitol St SW	\$30,050.24	\$301.25	\$30,351.49		
Peabody 425 C St. NE	\$30,050.24	\$301.25	\$30,351.49		
Plummer/ 4601 Texas Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
Prospect Goding/ 920 F St. NE	\$30,050.24	\$301.25	\$30,351.49		
Randall-Highlands/ 1650 30th St SE	\$30,050.24	\$301.25	\$30,351.49		
Marie Reed/ 2200 Champlain St NW	\$30,050.24	\$301.25	\$30,351.49		
Roosevelt/ 4300 13th St. NW	\$76,286.24	\$301.25	\$76,587.49		
Ross / 1730 R St. NW	\$30,050.24	\$301.25	\$30,351.49		
Rudolph/ 5200 2nd St. NW	\$30,050.24	\$301.25	\$30,351.49		
Savoy/ 2400 Shannon Pl. SE	\$30,050.24	\$301.25	\$30,351.49		
School Without Walls/ 2130 G St NW	\$7,019.73	\$70.37	\$7,090.10		
Seaton/ 1503 10th St. NW	\$30,050.24	\$301.25	\$30,351.49		

CIRCUIT LOCATION	Total Special Construction Charges with Late Payment Charge through 2/04/2005	Total Special Construction Charges with Late Payment Charge 3/04/2005 through 6/04/2005	Total Charges with LPC (B + C)	Total Payments Made	Outstanding unpaid Balance (E - F)
Sharpe Health/ 4300 13th St. NW	\$30,050.24	\$301.25	\$30,351.49		
Shadd/ 5601 E. Capitol St. SE					
Shaw/ 925 Rhode Island Ave. NW	\$30,050.24	\$301.25	\$30,351.49		
Sheperd/ 7800 14th St. NW	\$30,050.24	\$301.25	\$30,351.49		
Simon/ 401 Mississippi Ave. SE	\$30,050.24	\$301.25	\$30,351.49		
Sousa/ 3650 Ely Pl. SE	\$30,050.24	\$301.25	\$30,351.49		
Spingam/ 2500 Benning Rd. SE	\$30,050.24	\$301.25	\$30,351.49		
Stevens / 1050 21st St NW	\$30,050.24	\$301.25	\$30,351.49		
Stoddert / 4001 Calvert St. NW	\$30,050.24	\$301.25	\$30,351.49		
Stuart-Hobson/ 410 E St. NE	\$30,050.24	\$301.25	\$30,351.49		
Takoma / 7010 Piney Branch Rd. NW	\$30,050.24	\$301.25	\$30,351.49		
Taft Swing/ 1800 Perry St. NE	\$83,826.46	\$840.36	\$84,666.82		
Thomas/ 650 Annacostia Ave. NE	\$30,050.24	\$301.25	\$30,351.49		
Thomson/ 1200 L St. NW	\$30,050.24	\$301.25	\$30,351.49		
M.C.Terrell/ 3300 Wheeler Rd. SE					
R.H. Terrell/ 1000 1st St. NW	\$30,050.24	\$301.25	\$30,351.49		
Truesdell/ 800 Ingraham St. NW	\$30,050.24	\$301.25	\$30,351.49		
Turner/ 3264 Stanton Rd. SE	\$30,050.24	\$301.25	\$30,351.49		
Van Ness/ 1159 5th St. SE	\$30,050.24	\$301.25	\$30,351.49		
Walker Jones/ 100 L St. NW	\$30,050.24	\$301.25	\$30,351.49		
West/ 1338 Farragut St. NW	\$30,050.24	\$301.25	\$30,351.49		
M.M. Washington/ 27 O St. NW	\$140,355.86	\$1,407.07	\$141,762.93		
Wilkinson/ 2330 Pomeroy Rd. SE	\$30,050.24	\$301.25	\$30,351.49		
Winston/ 3100 Erie St. NE	\$30,050.24	\$301.25	\$30,351.49		
Woodson/ 550 Eads St. NE					
<b>TOTAL BALANCE AS OF June 22, 2005</b>	<b>\$3,726,396.05</b>	<b>\$36,893.68</b>	<b>\$3,763,289.73</b>	<b>(\$438,509.37)</b>	<b>\$3,324,780.36</b>

DATES	District of Columbia Public Schools-ATM Service Outstanding Balance	District of Columbia Public Schools-Special Construction Outstanding Balance	District of Columbia Public Schools-Grand Total Outstanding Balance (A + B)
BALANCE DUE AS OF June 22, 2005	\$4,462,728.35	\$3,324,780.36	\$7,787,508.71



CIRCUIT LOCATION	CIRCUIT ID	Rate Element	TURN UP Date	Months & Service Through	Proposed Tier One Monthly Recurring Tariff Rate from Turn up date through first billing period starting on the 4th day of the following month	Tier One Monthly Recurring Tariff Rate from start of first billing period through 02/04/2005	Total Monthly Recurring Tier One Tariff Charges for circuit without Late Payment Charge (if + 0)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for circuit with LPC (H + J)	Total Payments Made	Outstanding Unpaid Balance (J-K)
DCPS Administration 825 N Capitol St	10 MHCU 108103 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
DCPS Administration 825 N Capitol St	10 MHCU 108104 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
DCPS Administration 825 N Capitol St	10 MHCU 108105 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
DCPS Administration 825 N Capitol St	10 MHCU 108106 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
DCPS Administration 825 N Capitol St	10 MHCU 108107 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
DCPS Administration 825 N Capitol St	10 MHCU 108108 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
Eastern SHS / 1700 East Capitol St NE	10 MHCU 10457 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
Rogers Hall SHS / 4001 13th St NW	10 MHCU 10464 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
Stonewall SHS / 2123 G St NW	10 MHCU 10455 DC	QC12	11/20/2003	15 Months	\$7,436.38	\$239,025.00	\$246,461.38	\$2,493.52	\$248,954.90		
Millington SHS / 1401 Brentwood Pkwy	10 MHCU 10482 DC	QC12	11/24/2003	10 Days	\$5,311.70	\$239,025.00	\$244,336.70	\$2,472.03	\$246,808.73		
Baldwin SHS / 3401 4th St SE	10 MHCU 10459 DC	QC12	11/24/2003	10 Days	\$5,311.70	\$239,025.00	\$244,336.70	\$2,472.03	\$246,808.73		
Capitol SHS / 1300 Clinton St NW	10 MHCU 10458 DC	QC12	11/24/2003	10 Days	\$5,311.70	\$239,025.00	\$244,336.70	\$2,472.03	\$246,808.73		
McKinley SHS / 151 T St NW	10 MHCU 10924 DC	QC12	7/16/2004	7 Months	\$10,009.23	\$111,545.00	\$121,554.23	\$1,221.83	\$122,776.06		
Palmer Heights EC / 4600 Livingston Rd SE	10 MHCU 10724 DC	DS-3	12/1/2003	14 Months	\$238.98	\$40,480.00	\$40,748.98	\$411.92	\$41,160.90		
Constance / 4315 5th St NW	10 MHCU 10720 DC	DS-3	12/1/2003	14 Months	\$238.98	\$40,480.00	\$40,558.93	\$409.96	\$40,968.89		
Kramer JHS / 1700 Q St SE	10 MHCU 10723 DC	DS-3	12/1/2003	14 Months	\$238.98	\$40,480.00	\$40,558.93	\$409.96	\$40,968.89		

All QC12 and DS3 Circuits are within 0.5 miles • qualified for the lowest Tariff rates

CIRCUIT LOCATION	CIRCUIT ID	Rate Element Speed	TURN UP Date	Months & Days in Service Through 02/04/2005	Pro-rated Tier One Monthly Recurring Tariff Rate from Turn up date through first billing period starting on the 4th day of the following month	Tier One Monthly Recurring Tariff Rate from start of first billing period through 02/04/2005 OC12= 15,835.00/Mo OC3= 2850.00/Mo	Total Monthly Recurring Tier One Tariff Charges for circuit without Late Payment Charge (P + O)	Tariff Late Payment Charge at 1.0% (LPC)	Total Monthly Recurring Tier One Tariff Charges for circuit with LPC (H + I)	Total Payments Made	Outstanding Unpaid Balance (J-K)
Barnes JHS / 5171 S. Dakota Ave NE	10-HIXJ 10778-DC	DS-3	12/5/2003	14 Months, 30 Days	\$2,890.00	\$40,480.00	\$43,350.00	\$437.21	\$43,787.21		
Barnes JHS / 800 Elmd St NW	10-HIXJ 10778-DC	DS-3	12/5/2003	14 Months, 30 Days	\$2,890.00	\$40,480.00	\$43,350.00	\$437.21	\$43,787.21		
Barnes ES / 430 Decatur St NW	10-HIXJ 10770-DC	DS-3	12/5/2003	14 Months, 30 Days	\$2,890.00	\$40,480.00	\$43,350.00	\$437.21	\$43,787.21		
Antecosta JHS / 1601 16th St SE	10-HIXJ 10772-DC	DS-3	12/16/2003	14 Months, 20 Days	\$1,926.86	\$40,480.00	\$42,386.86	\$426.47	\$42,813.07		
Ellington Sch for the Arts / 1898 35th St NW	10-HIXJ 10734-DC	DS-3	12/22/2003	14 Months, 13 Days	\$1,252.29	\$40,480.00	\$41,732.29	\$421.26	\$42,153.55		
Barnes/Highlands ES / 1650 30th St SE	10-HIXJ 10772-DC	DS-3	12/23/2003	14 Months, 12 Days	\$1,155.98	\$40,480.00	\$41,635.98	\$420.68	\$42,056.66		
Dunbar / 301 New Jersey Ave NW	10-HIXJ 10721-DC	DS-3	1/5/2004	13 Months, 30 Days	\$2,890.00	\$37,570.00	\$40,460.00	\$408.66	\$40,868.66		
Wm Washington JHS / 27 Q St NW	10-HIXJ 10722-DC	DS-3	1/5/2004	13 Months, 30 Days	\$2,890.00	\$37,570.00	\$40,460.00	\$408.66	\$40,868.66		
Jefferson JHS / 801 7th St SW	10-HIXJ 10725-DC	DS-3	1/13/2004	13 Months, 30 Days	\$2,890.00	\$37,570.00	\$40,460.00	\$408.66	\$40,868.66		
Wheeler ES / 801 15th St NE	10-HIXJ 10725-DC	DS-3	1/16/2004	13 Months, 28 Days	\$2,793.57	\$37,570.00	\$40,363.57	\$407.66	\$40,771.23		
Shawneel ES / 4300 13th St NW	10-HIXJ 10783-DC	DS-3	1/16/2004	13 Months, 28 Days	\$2,793.57	\$37,570.00	\$40,363.57	\$407.66	\$40,771.23		
Francis JHS / 2425 N St NW	10-HIXJ 10786-DC	DS-3	1/16/2004	13 Months, 28 Days	\$2,793.57	\$37,570.00	\$40,363.57	\$407.66	\$40,771.23		
King JHS / 235 8th St SE	10-HIXJ 10779-DC	DS-3	1/17/2004	13 Months, 28 Days	\$2,897.24	\$37,570.00	\$40,267.24	\$406.72	\$40,673.96		
Johnson JHS / 1400 Bruce Pl SE	10-HIXJ 10779-DC	DS-3	1/17/2004	13 Months, 28 Days	\$2,897.24	\$37,570.00	\$40,267.24	\$406.72	\$40,673.96		
Tanoma ES / 1010 Piney Branch Rd NW	10-HIXJ 10787-DC	DS-3	1/17/2004	13 Months, 28 Days	\$2,897.24	\$37,570.00	\$40,267.24	\$406.72	\$40,673.96		
Shaw ES / 5601 E Capitol St SE	10-HIXJ 10793-DC	DS-3	1/19/2004	13 Months, 23 Days	\$2,215.59	\$37,570.00	\$39,785.59	\$401.85	\$40,187.44		
Elliot/1330 Constitution Ave NE	10-HIXJ 10849-DC	DS-3	2/16/2004	12 Months, 28 Days	\$2,697.24	\$34,080.00	\$37,377.24	\$377.21	\$37,754.45		











A RESOLUTION

16-279

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

July 6, 2005

To declare the existence of an emergency with respect to the need to authorize payment to Verizon, Inc., for goods and services provided to the District of Columbia Public Schools without a valid written contract.

RESOLVED, BY THE COUNCIL OF THE DISTRICT OF COLUMBIA, That this resolution may be cited as the "Verizon, Inc. Payment Authorization Emergency Declaration Resolution of 2005".

Sec. 2. There exists an immediate crisis regarding the provision and delivery of data services at District of Columbia Public Schools ("DCPS") schools and administrative offices. The ongoing provision of data services is critical to DCPS' accomplishment of its educational mission. Verizon, Inc., has indicated that it will terminate services without payment and such termination will have an immediate and adverse impact upon the education of DCPS students.

Sec. 3. The Council of the District of Columbia determines that the circumstances enumerated in section 2 constitute emergency circumstances making it necessary that the Verizon, Inc. Payment Authorization Emergency Act of 2005 be adopted after a single reading.

Sec. 4. This resolution shall take effect immediately.



COUNCIL OF THE DISTRICT OF COLUMBIA  
WASHINGTON, D.C. 20004  
Council Period Sixteen

RECORD OF OFFICIAL COUNCIL VOTE

Docket No. PR16-350 Resolution No. R16-279

Action & Date ADOPTED, 07-06-05

☐ Item on Consent Calendar

☐ ROLL CALL VOTE -Result ( )

Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB	Councilmember	Aye	Nay	NV	AB
Chmn. Cropp	X				Evans	X				Orange	X			
Ambrose	X				Fenty	X				Patterson	X			
Barry	X				Graham	X				Schwartz	X			
Brown	X				Gray	X								
Catania	X				Mendelson	X								
X - Indicate Vote					AB - Absent					NV - Present, Not Voting				

[ X ] VOICE VOTE Result APPROVED  
Absent ALL PRESENT  
Recorded Vote (On Request) \_\_\_\_\_

CERTIFICATE OF RECORD

[Signature]  
Secretary to the Council

July 18, 2005  
Date



**Universal Service Administrative Company**  
Schools & Libraries Division

---

**Administrator's Decision on Appeal – Funding Year 2003-2004**

October 06, 2005

Charles T. Thompson  
District of Columbia Public Schools  
825 North Capital Street N.E., 8th Floor  
Washington, DC 20002-4210

Re: Applicant Name: DISTRICT OF COLUMBIA PUB SCHS  
Billed Entity Number: 126340  
Form 471 Application Number: 379940  
Funding Request Number(s): 1044633  
Your Correspondence Dated: January 19, 2005

After thorough review and investigation of all relevant facts, the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC) has made its decision in regard to your appeal of SLD's Funding Year 2003 Funding Commitment Decision Letter for the Application Number indicated above. This letter explains the basis of SLD's decision. The date of this letter begins the 60-day time period for appealing this decision to the Federal Communications Commission (FCC). If your Letter of Appeal included more than one Application Number, please note that you will receive a separate letter for each application.

Funding Request Number(s): 1044633  
Decision on Appeal: **Denied**  
Explanation:

- On appeal, you state that the requirements under the applicable tariff for construction costs were met. You add that although the contract for ATM services was terminated for failure to meet District of Columbia requirements, the "Notices to Proceed" remain in effect. Further, the FCC's 30% rule only applies to FRNs where 30% or more of the request is for ineligible services; however, a portion of the costs included in the 30% calculation were unsubstantiated rather than ineligible. In sum, you assert that the funding request should be approved but reduced to a pre-discount amount of \$11,286,266.00, less \$3,228,984.00 in unsubstantiated recurring costs and minus \$1,852,750.00 of unsubstantiated non-recurring costs.

- In addition to complying with the rules of the Schools and Libraries Support Mechanism, applicants must also certify in Item 28 of FCC Form 471, that they have complied with all applicable state and local laws regarding procurement of services for which support is being sought. The District of Columbia Public Schools (DCPS) sought bids for an ATM Fiber Network and conducted a competitive process whereby they selected Verizon Washington Inc. (Verizon) as the service provider for those services. On December 24, 2002 DCPS and Verizon entered into an agreement for ATM Services and the construction associated with those services. However, during application review the SLD learned from several representatives of DCPS that the ATM Services being sought in FRN 1044633 were no longer under contract because the contract was not approved by the District of Columbia contracting authority and therefore on February 10, 2004 the Office of Contracts and Acquisitions terminated the ATM Services contract with Verizon. Absent a contract for the services sought, DCPS is in violation of their state and local laws regarding procurement and therefore in direct violation of the certification made in Item 28 of FCC Form 471.
- SLD has determined that, at the time you submitted your Form 471 application, you did not have a signed contract or legally binding agreement for services in place with your service provider(s) for services other than tariffed or month-to-month services. FCC rules require that applicants submit a completed FCC Form 471 "upon signing a contract for eligible services." 47 C.F.R. § 54.504(c). The FCC has consistently upheld SLD's denial of Funding Request Number(s) when there is no contract or legally binding agreement in place for the funding requested.<sup>1</sup> The FCC Form 471 instructions under Block 5 clearly state that you MUST have a signed contract or a legally binding agreement for all services that you order on your Form 471 except tariffed services and month-to-month services.<sup>2</sup> You did not provide evidence with your appeal that, at the time you signed your Form 471, you had signed a contract or legally binding agreement for eligible services. Consequently, SLD denies your appeal.

If your appeal has been approved, but funding has been reduced or denied, you may appeal these decisions to either the SLD or the FCC. For appeals that have been denied in full, partially approved, dismissed, or canceled, you may file an appeal with the FCC. You should refer to CC Docket No. 02-6 on the first page of your appeal to the FCC. Your appeal must be received or postmarked within 60 days of the date on this letter. Failure to meet this requirement will result in automatic dismissal of your appeal. If you are submitting your appeal via United States Postal Service, send to: FCC, Office of the Secretary, 445 12th Street SW, Washington, DC 20554. Further information and options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site or by contacting the Client Service Bureau. We strongly recommend that you use the electronic filing options.

<sup>1</sup> *Request for Review by Waldwick School District, Schools and Libraries Universal Service Support Mechanism*, File No. SLD-256981, CC Docket Nos. 02-6, Order, 18 FCC Rcd. 22,994, DA 03-3526 (2003).

<sup>2</sup> See Instructions for Completing the Schools and Libraries Universal Service, Services Ordered and Certification Form, OMB 3060-0806 (December 2002) at page 20.



We thank you for your continued support, patience and cooperation during the appeal process.

Schools and Libraries Division  
Universal Service Administrative Company



H. Alexander Coleman  
Senior Vice President-Sales  
Atlantic South Region  
2980 Fairview Park Drive  
Falls Church, VA 22042

Ms. Glorious Bazemore  
Agency Chief Contracting Officer  
Office of Contracts and Acquisitions  
District of Columbia Public Schools  
825 North Capital Street, N.E.  
7<sup>th</sup> Floor  
Washington, DC 20002

to D.C. Public Schools ("DCPS") Termination for

Subject: **Responence Letter**  
Contract No: GAGA-2003-C-0074  
(Agreement #2002-212326 & 2002-206181)  
Caption: Verizon Service Agreement

Dear Ms. Bazemore:

Thank you for your letter dated February 10, 2004 notifying Verizon of your intent to exercise the Termination for Convenience in Section 15(a)-Appendix B of the above captioned Verizon Service Agreement ("Agreement") and directing Verizon to fulfill the requirements set forth in the letter.

Verizon will of course comply with applicable D.C. law and regulation with regard to termination of this Agreement. However, as you are aware, under the provisions of the Termination for Convenience provision and the Agreement, Verizon would be required to disconnect the services installed and invoke termination charges as set forth in Exhibit A, Section 10 of the Agreement. In addition, termination of this Agreement could potentially negatively impact the E-Rate Funding associated with this Agreement. These and other matters related to termination of the Agreement could result in major expense and disruption for DCPS and its students.

We believe it is in our mutual best interest to attempt to minimize, to the extent possible, the potential negative impacts on DCPS, its students and your E-Rate Funding by first discussing possible alternatives to termination. Please let us know whether and how we can explore other avenues which will satisfy applicable law and be of mutual benefit to the parties.

Very truly yours,

Alex Coleman  
Sr. Vice President-Atlantic Sales South Region

c: Dr. Elfreda Massey



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

***Office of Contracts and Acquisitions***

825 North Capitol Street, N.E., Suite 7066  
Washington, D.C. 20002-4232  
202-442-5111, fax: 202-442-5634  
www.k12.dc.us

February 20, 2004

Mr. Alex Coleman  
Senior Vice President-Sales  
Verizon, Atlantic South Region  
2980 Fairview Park Drive  
Falls Church, VA 22042

Subject:	Notice to Proceed
Contract No.:	GAGA-2004-C-0102
Caption:	ATM Cell Relay Service

Dear Mr. Coleman

This letter serves as written notification and authorization for your company to provide Cell Relay Service to the District of Columbia Public Schools (DCPS). This Notice to Proceed is subject to the revised Verizon Proposal requested by the Office of Contracts and Acquisition, due by 12.00 noon on Friday February 27, 2004. The Cell relay service will be in accordance with the scope of work and time frame set forth in your revised Verizon Proposal.

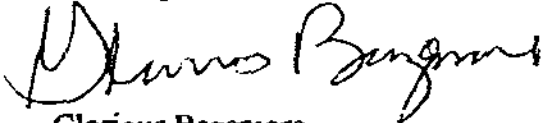
Per the Chief Technology Officer (CTO), Verizon will grandfather in the E-Rate cost for the 30 schools previously installed to preserve the time in service. These sites will be governed by the contingencies outlined in the revised proposal. Please submit invoices for payment to Mr. Charles Thompson, CTO, for the 30 schools currently installed under the previous contract number GAGA-2003-C-0074 no later than close of business, Friday, February 27, 2004. Invoices shall be submitted for payment under purchase order number GA0P4003801.

The proposed new contract will be pursuant to your revised proposal. This Notice to Proceed is effective upon your signature and return to DCPS and will be followed by a Letter Contract for no more than 120 days. Within these 120 days DCPS will transmit the definitive contract for review and signature, which will require Board of Education and Council approval. It is our intent to award a contract with a Base 3 year and 2 option years.

Attachment 10

We thank you for your continued interest in providing this critical technology service and appreciate your full cooperation. If you have any questions, please do not hesitate to contact me or Pauline Barrett at (202) 442-5111.

Sincerely,



Glorious Bazemore  
Agency Chief Contracting Officer

ACCEPTANCE: \_\_\_\_\_  
Alex Coleman, Senior Vice President-Sales (Date)

cc: Juanita Bord, Verizon  
Handel Smith, Verizon  
Charles Thompson, DCPS  
Clifford Cox, DCPS  
James Baxley, DCPS



**DISTRICT OF COLUMBIA  
PUBLIC SCHOOLS**

---

***Office of Contracts and Acquisitions***

825 North Capitol Street, N.E., Suite 7066  
Washington, D.C. 20002-4232  
202-442-5111, fax: 202-442-5634  
www.k12.dc.us

**March 9, 2004**

Mr. Alex Coleman  
Senior Vice President-Sales  
Verizon, Atlantic South Region  
2980 Fairview Park Drive  
Falls Church, VA 22042

Subject:	Notice to Proceed
Contract No.:	GAGA-2004-C-0102
Caption:	ATM Cell Relay Service

Dear Mr. Coleman


This letter serves as written notification and authorization for your company to provide Cell Relay Service to the District of Columbia Public Schools (DCPS). This Notice to Proceed is subject to the revised Verizon Proposal requested by the Office of Contracts and Acquisition, due by 12:00 noon Monday March 15, 2003. The Cell relay service will be in accordance with the scope of work and time frame set forth in your revised Verizon Proposal

Per the Chief Technology Officer (CTO), Verizon will accept an E-Rate cost for the 30 schools previously installed to preserve the time in service that is equivalent to the cost stated in the recently terminated contract. These sites will be governed by the contingencies outlined in the revised proposal. Please submit invoices for payment to Mr. Charles Thompson, CTO, for the 30 schools currently installed under the previous contract number GAGA-2003-C-0074 no later than close of business, Friday, March 19, 2004. Invoices shall be submitted for payment under purchase order number GA0P4003801.

The proposed new contract will be pursuant to your revised proposal which DCPS understands will contain rates and terms equivalent to the rates and terms set forth in the recently terminated agreement. This Notice to Proceed is effective upon your signature and return to DCPS and will be followed by a Letter Contract for no more than 120 days. Within these 120 days DCPS will transmit the definitive contract for review and signature, which will require Board of Education and Council approval. It is our intent to award a contract with a 3 year Base and 2 option years.

We thank you for your continued interest in providing this critical technology service and appreciate your full cooperation. If you have any questions, please do not hesitate to contact me or Pauline Barrett at (202) 442-5111.

Sincerely,



Glorious Bazemore  
Agency Chief Contracting Officer

ACCEPTANCE: \_\_\_\_\_

Alex Coleman, Senior Vice President-Sales

\_\_\_\_\_  
(Date)

cc: Juanita Bord, Verizon  
Handel Smith, Verizon  
Charles Thompson, DCPS  
Clifford Cox, DCPS  
James Baxley, DCPS



**DISTRICT OF COLUMBIA PUBLIC SCHOOLS**

**OFFICE OF CONTRACTS AND ACQUISITIONS**

825 North Capitol Street, NE, Suite 7066, Washington, DC 20002  
202-442-5111 ☎ FAX 202-442-5634

**LETTER CONTRACT**

**Alex A. Coleman, II**  
**Senior Vice President - Sales**  
**Verizon Washington, D.C. Inc.**  
**2980 Fairview Park Drive**  
**Falls Church, VA22042**

**Subject: Letter Contract**  
**Contract No. GAGA-2004-C-0102**  
**Caption: ATM Cell Relay Service**

This is a letter contract between the District of Columbia Public Schools (DCPS) and Verizon Washington, D.C. Inc. (Verizon), wherein Verizon agrees to continue to perform the services set forth in their proposal dated March 17, 2004 and pursuant to the Notice to Proceed issued February 10, 2004.

DCPS intends to definitize this Letter Contract within one hundred twenty (120) days from the date of award of this Letter Contract, at which time this Letter Contract shall merge with the definitized contract. Before expiration of the one hundred twenty (120) days, the Contracting Officer may authorize an additional period for extension of this Letter Contract in accordance with Section 2425.9, 27 DCMR (1988) of the District's procurement regulations. If DCPS does not definitize this Letter Contract within one hundred twenty (120) days of the date of award of this Letter Contract or any extension thereof, this Letter Contract shall expire. In the event of expiration of this letter contract, DCPS shall pay the Contractor for the services performed under this Letter Contract in an amount not to exceed Three hundred eleven thousand five hundred forty two dollars and fifty cents (\$311,542.50), subject to and contingent upon approval of FUSF - Yr. 6 E-Rate Funding. If such FUSF-Yr 6 E-Rate funds are not approved, DCPS shall be obligated to pay 100% of the charge for the services subject to availability of authority under current appropriation. In no event shall the amount paid under this letter contract or any extension thereof exceed fifty (50%) percent of the total definitized contract amount.

If agreement on a definitive contract is not reached by the target date in the above paragraph or within any extension of the target date granted by the Contracting Officer, the Contracting Officer may, with the approval of the Agency Chief Contracting Officer, unilaterally determine a reasonable price or fee in accordance with 27 DCMR, Section 2425.10, and 27 DCMR Chapter 33, subject to Contractor appeal as provided in the Disputes clause. In any event, Verizon shall proceed with completion of the work specified within this Letter Contract, subject only to the Limitation of Government Liability clauses herein and Verizon shall not be required to proceed with any work in the event that Verizon, in its reasonable business judgment, believes the cost of such work will exceed the cost ceiling contained in this letter contract.

- (1) After the Contracting Officer's determination of price or fee, this Letter Contract shall be governed by:
  - (i) All required clauses approved by the Agency Chief Contracting Officer on the date of execution of the Letter Contract as set forth under this Letter Contract;
  - (ii) All clauses required by law as of the date of the Agency Chief Contracting Officer's determination; and
  - (iii) Any other clauses, terms, and conditions mutually agreed upon.

2. All Clauses terms, and conditions included in this ceiling-price Letter Contract shall continue in effect in the definitive contract, except those that by their nature apply only to a ceiling priced Letter Contract.

The duration of the definitized contract shall be from March 1, 2004 through February 28, 2007. The estimated cost of performance under the definitized contract for the first year is an amount not to exceed six hundred twenty three thousand eighty five (\$623,085.00) dollars

The Contractor shall perform under this Letter Contract pursuant to the terms and conditions of the following documents which are hereby incorporated by reference and made a part of this Letter Contract: This Letter Contract (including Verizon's revised contract proposal and Exhibits attached thereto dated March 17, 2004, (Attachment A); and the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, dated April 2003 (Attachment B). In the event of a conflict among the incorporated documents, the conflicts shall be resolved by giving precedence in the order listed above.

This Letter Contract shall be subject to the Verizon's compliance with all District of Columbia Laws and Regulations concerning the Contractor's Affirmative Action Plan, First Source Employment Agreement, and compliance with District of Columbia Tax laws. The DCPS intends to:

1. May 21, 2004 Transmit Letter Contract to Contractor for Signature
2. May 26, 2004 Award Letter Contract; upon BOE approval
3. June 2, 2004 Transmit Definitive Contract to Contractor for signature
4. June 9, 2004 Transmit to BOE for Approval
5. June 17, 2004 Transmit to City Council for Approval
6. June 30, 2004 Award Definitive Contract

This is a fixed-price contract. Verizon shall be paid monthly upon receipt of approved invoices. Verizon shall submit invoices to:

**Charles Thompson, Chief Technology Officer, DCPS, 8<sup>th</sup> Floor, 825, North Capitol Street, NE, Washington, DC 20002, the Contracting Officer's Technical Representative (COTR) and Division of Finance DCPS, Accounts Payable, 7<sup>th</sup> Floor, 825, North Capitol Street, NE Washington, DC, 20002.**

**AGREED AND ACCEPTED BY:**

**Verizon Washington, D.C. Inc.**

\_\_\_\_\_  
Alex A. Coleman, II  
Vice President-Sales

\_\_\_\_\_  
Date

**District of Columbia Public Schools**





OCP Directive 1800.03  
Effective Date: August 11, 2003  
Expiration Date: August 11, 2005  
Page 1 of 14

## PROCUREMENT POLICY & PROCEDURE DIRECTIVE

**SUBJECT: RATIFICATION OF UNAUTHORIZED COMMITMENTS**

**ORIGINATING OFFICE: Policy and Procedures Unit**

1. **PURPOSE:** The purpose of this policy directive is to establish procedures for the ratification of unauthorized commitments.
2. **AUTHORITY:**
  - 2.1 Section 202 of the *District of Columbia Procurement Practices Act of 1985* (PPA), effective February 21, 1986 (D.C. Law 6-85; D.C. Official Code § 2-301.01), as amended by the Procurement Reform Amendment Act of 1996 (PRAA), effective April 9, 1997 (D.C. Law 11-259; D.C. Official Code §§ 2-301.01 *et seq.*).
  - 2.2 The *Procurement Practices Vendor Payment Authorization Amendment Act of 2002*, effective April 4, 2003 (D.C. Law 14-281; D.C. Official Code § 2-301.05(d)).
3. **APPLICABILITY:** This policy directive shall apply to all agencies of the District government that contract pursuant to the provisions of the PPA, as amended.
4. **DEFINITIONS:**
  - 4.1 **Agency Director.** The term *Agency Director* includes the principal officer, director or commissioner of an office, department, board, commission or other entity within the District government, or the principal executive officer of an independent agency of the District government.
  - 4.2 **Agency Chief Contracting Officer.** An *Agency Chief Contracting Officer* (ACCO) is the OCP employee authorized in writing by the Chief Procurement Officer to engage in procurement actions on behalf of the District government.

**Schools and Libraries Universal Service  
Services Ordered and Certification Form**

Estimated Average Burden Hours Per Response: 4 hours

**Instructions for Completing the  
Schools and Libraries Universal Service  
Services Ordered and Certification Form (FCC Form 471)****CONTENTS**

	<b>Key Information</b>	page 1
	<b>Notice</b>	page 2
<b>I.</b>	<b>Introduction</b>	page 3
<b>II.</b>	<b>Filing Requirements and General Instructions</b>	page 3
<b>III.</b>	<b>Minimum Processing Standards and Filing Requirements</b>	page 6
<b>IV.</b>	<b>Specific Instructions</b>	page 9
<b>V.</b>	<b>Reminders</b>	page 31

**KEY INFORMATION**

- File your Form 471 online. This speeds the processing of your form and reduces errors.
- See if you qualify for E-certification. (See the "**Special Block 6 Instructions for Applications Filed Online.**") If you do, obtain a User ID and a PIN and certify your Form 471 online as well.
- File requests for Priority 1 and Priority 2 services on separate Forms 471. (See "**When, Where, and How Many Forms 471 to File.**")
- If you are filing on paper, review the "**MINIMUM PROCESSING STANDARDS AND FILING REQUIREMENTS**" for Manual Filers.
- Note the new methodology for libraries to calculate their discount percentages. (See the instructions for Block 4, Worksheet B.)
- Note the detailed information provided in the specific instructions for Item 25.
- Remember that the Form 471 application filing window for Funding Year 2003 closes at 11:59 PM EST on February 6, 2003. See the "**Filing Requirements for Forms 471 Submitted on Paper and Online.**"

You will complete one Block 5 worksheet for **each** Funding Request. In general, you should complete a separate Funding Request page for:

- Each service provider that will be providing you with service.
  - Each separate contract or service agreement (but not necessarily the individual service within that contract or agreement, as long as they are in the same category of service, e.g. telecommunications services).
  - Each different category of service provided by the same provider. For example, a PBX system that the applicant will purchase and own and local voice service from the same telephone company should go on separate Block 5 worksheets, since the PBX would be Internal Connections and the phone service is Telecommunications Services. Check the “Eligible Services List” and any updates at [www.sl.universalservice.org](http://www.sl.universalservice.org) to identify which category each service belongs in.
  - Local phone service.
  - Long distance phone service.
  - Site-specific service (service not shared by other sites).
  - If you are ordering services based on different Forms 470, services corresponding to each Form 470 must be reported on separate Block 5 worksheets with the relevant Form 470 Application Numbers.
- 
- **Priority 1 and Priority 2 services.** Applicants who are applying for both Priority 1 (Telecommunications Services or Internet Access) and Priority 2 (Internal Connections) services are strongly encouraged to file these requests on separate Forms 471 — that is, to file one or more Forms 471 for their Priority 1 requests and one or more Forms 471 for their Priority 2 requests.
  - **Ineligible costs:** You may not seek support for ineligible services, entities, and uses. The Block 5 worksheet will guide you through deducting any ineligible costs from your total cost of services before calculating your discount request. If you have any questions about whether a service is eligible for support, please check the “Eligible Services List” on the SLD web site at [www.sl.universalservice.org](http://www.sl.universalservice.org) or contact the SLD Client Service Bureau at 1-888-203-8100.
  - **Signed contracts:** You **MUST** have a signed contract (or a legally binding agreement between you and your service provider preparatory to a formal signed contract) for all services you order on your Form 471 except:
    - *Tariffed services:* Telecommunications services that you purchase at prices regulated by your state regulatory commission and/or the FCC, which do not require a signed, written contract.
    - *Month-to-Month Services:* Month-to-Month services which do not require a signed, written contract. Your billing arrangement signifies that you are receiving your services on a month-to-month basis.